

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - MONDAY, AUGUST 19, 2013 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution 13-08-02 to name a previously unnamed road to be called W. Stone Crossing and to rename W. Falling Star to W. Stone Crossing. **(Michael O'Driscoll)**
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to receive the presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying and consulting efforts in Washington D.C. to further County supported projects and to potentially secure federal funding for Gila County; discuss various items of interest and projects with Ms. Power; and provide direction to her on future projects and activities. **(Don McDaniel)**
 - B. Information/Discussion/Action to receive the presentation by Dr. Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization (ECO), regarding issues related to forest health, forest fires, and endangered species; discuss various items of interest with Dr. Berlioux; and provide direction to him on future directions and activities of ECO. **(Tommie Martin)**
 - C. Information/Discussion/Action to set primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 13-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014. **(Don McDaniel)**
 - D. Information/Discussion/Action to acknowledge the resignation of Industrial Development Authority (IDA) Board member Scott Flake; and further, to appoint a member to the IDA Board of Directors effective immediately and expiring July 15, 2019. **(Don McDaniel)**
 - E. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$227,022 for the double chip seal of Forest Road 55 (Russell Road), effective through December 31, 2013, at which time it will expire unless extended. **(Steve Sanders)**

- F. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-018) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$185,538 for the surfacing project of Forest Road 512 (Young Road), effective through December 31, 2013, at which time it will expire unless extended. **(Steve Sanders)**
- G. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding a Summons and Complaint filed against Gila County by AJP Electric, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**
- H. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding Strawberry Ridge Estates LLC. v. Gila County TX 2013-000471, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**
- 4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Approval of Amendment No. 2 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2013 to provide additional WIA Youth Services funding for the period of July 1, 2013, through June 30, 2014, in the amount of \$673,403.
 - B. Approval of Amendment No. 2 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to provide WIA Adult Services for the period of July 1, 2013, through June 30, 2014, in the amount of \$722,451.
 - C. Approval of the Chairman's signature on the Memorandum of Understanding (MOU) between the Gila County Division of Health and Emergency Services, the Gila County Board of Supervisors and Cenpatco Behavioral Health of Arizona, LLC for a period of three years (from the date of the last signature on the MOU) to provide a coordinated response to the behavioral health needs of persons impacted by disaster.
 - D. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 091511-1 between Gila County and Traffic Safety Inc. to increase the contract amount by \$35,000, for a new total contract amount of \$60,000, for the term of the contract, from December 20, 2012, to December 19, 2013.

- E. Acknowledgment of the resignation of Ms. Linda Stailey from the Tonto Village Domestic Water Improvement District governing board and the appointment of William Snyder to complete Ms. Stailey's term which expires December 31, 2016.
 - F. Approval to appoint Kevin Corso to the Local Board of the Public Safety Personnel Retirement System (PSPRS) to be represented as a "Citizen" on said board for a term of four (4) years, for the period of August 19, 2013, to August 18, 2017.
 - G. Approval of a Special Event Liquor License Application submitted by Arizona Equine Rescue Organization to serve liquor at special events to be held on August 30, 2013, August 31, 2013, and September 1, 2013.
 - H. Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken of Rimside Grill/THAT Brewery to temporarily extend the Rimside Grill/THAT Brewery patio area in order to serve liquor in that area on September 13-15, 2013; September 27-29, 2013; October 26, 2013; and November 30, 2013 during special charity events.
 - I. Approval of a request for a waiver of fees by the Gila County Fair Committee for the use of the Fairgrounds facilities in Globe for the 2013 Gila County Fair and Fair Appreciation Dinner.
 - J. Acknowledgment of the July 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - K. Acknowledgment of the June 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - L. Acknowledgment of the June 2013 monthly activity report submitted by the Recorder's Office.
 - M. Approval of the July 16, 2013, Board of Supervisors' meeting minutes.
 - N. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 22, 2013, to July 26, 2013; and July 29, 2013, to August 2, 2013.
 - O. Approval of finance reports/demands/transfers for the weeks of August 13, 2013, and August 20, 2013.
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

Regular BOS Meeting**Meeting Date:** 08/19/2013**Submitted For:** Michael O'Driscoll, Health & Emergency Services Division Director**Submitted By:** Celena Cates, Rural Addressing Analyst, Health & Emergency Services Division**Department:** Health & Emergency Services Division **Division:** Emergency Services

Information**Request/Subject**

Resolution No. 13-08-02 Regarding W. Stone Crossing Road Naming

Background Information

On June 4, 2013, a petition was submitted to the County to name a previously unnamed road as W. Stone Crossing. A copy of the petition is attached to this item.

Evaluation

Limitations to the current property numbering scheme and changes to roadway in the defined section that occurred after the original naming of W. Falling Star Road made it apparent that W. Falling Star Road should be renamed and renumbered to eliminate confusion for 911 responders to locate physical properties. Both the previously unnamed portion of road and the road currently known as W. Falling Star Road will be one road to be called W. Stone Crossing.

Additionally, the addressing scheme will be corrected in compliance with Gila County Street Naming and Property Numbering Ordinance 11-03. All parties have been notified. See attached letter.

The new road name is W. Stone Crossing and the section is identified as SEC 10 T1N R15E. A map is attached to this item.

Conclusion

Per Gila County Street Naming and Property Numbering Ordinance No. 11-03, a public notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: July 24, 2013, and July 31, 2013. A copy of the publication is attached.

No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors adopt Resolution 13-08-02 to name a previously unnamed road as W. Stone Crossing and to rename a previously named section of road in Globe from W. Falling Star to W. Stone Crossing.

Suggested Motion

Information/Discussion/Action to adopt Resolution 13-08-02 to name a previously unnamed road to be called W. Stone Crossing and to rename W. Falling Star to W. Stone Crossing. **(Michael O'Driscoll)**

Attachments**Resolution No. 13-08-02****Petition****Letter to Residents****Map****Publication**



RESOLUTION NO. 13-08-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, NAMING A PREVIOUSLY UNNAMED ROAD AND RENAMING A ROAD TO BE KNOWN AS W. STONE CROSSING

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, there is a need to name a currently unnamed road and rename a road (known as W. Falling Star) to be called W. Stone Crossing; and,

WHEREAS, the following road name and location substantially comply with the provisions of Article 8 of the Ordinance:

W Stone Crossing - Section 10 T1N R15E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the road name set forth above to become effective in conjunction with the numbering of properties along said road and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

PASSED AND ADOPTED this 19th day of August 2013, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy Attorney Principal

GILA COUNTY RURAL ADDRESSING

Please Return To:

CELENA CATES, ANALYST
GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 400, GLOBE.AZ. 85501

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT -OF -WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents or the residents living along said routes provided that the requested name conforms to the Article 6 and 8 of the Street Naming and Property Numbering Ordinances.

PETITION FOR THE NAMING OF A PRIVATE OR PUBLIC RIGHT -OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HERE BY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC RIGHT- OF- WAY, EASMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS: _____

PROPOSED ROAD NAME: W. Stone Crossing

NAME (SIGN PLEASE)	ASSESSORS PARCEL NUMBER	DATE
1. <u>Jay W. Selman, Freeport-Memoran Miami, INC.</u>	205-01-009A Jay	5/30/13
2. <u>Don Chapman</u>	205-01-049D	5-29-13
3. <u>James Kell</u>	205-01-049A	5-29-13
5. <u>Brenda Kell</u>	" "	5-29-13
6. <u>Larry LaCompte</u>	205-01-026B	5/30/2013
7. <u>Barbara A. LaCompte</u>		5/30/2013
8.		
9.		
10.		

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: W Stone Crossing

☒ Assigned as requested

Modified as follows: _____

Submitted this 04 day of June, 2013

Celena Cates

Rural Addresser

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.
County Manager

MICHAEL O'DRISCOLL
Director

DEBRA L. WILLIAMS
Deputy Director of Emergency Management

Gila County Division of Health & Emergency Services

9-1-1 Rural Addressing

5515 S. Apache Avenue, Suite 400, Globe Arizona 85501

Voice: 928-402-8510 or 928-402-8597

Fax: 928-425-7714

June 28, 2013

Dear Gila County Resident:

Gila County is in the process of renaming the road of "W Falling Star" in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 Telephone System Plan.

In order to accomplish this, our office has a name suggestion for the road that serves your property. It is **"W STONE CROSSING."** A map has been included showing the location of the road to be named. If you prefer a different road name, you must provide our office with a written suggestion within two weeks of this letter. It is also recommended to work with your neighbors to suggest a road name agreeable to all. Please do not use surnames.

If no suggestion is received; the road name assigned will be processed and sent to the County Attorney's office for review and then to the Board of Supervisors for approval.

If a suggestion is received; you will receive notification informing you of the review date set by the Board of Supervisor's, providing you with an opportunity to voice your objections of the proposed road name.

Please feel free to contact our Rural Addressing Analyst, Celena Cates at (928) 402-8510 or (928) 402-8597, with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

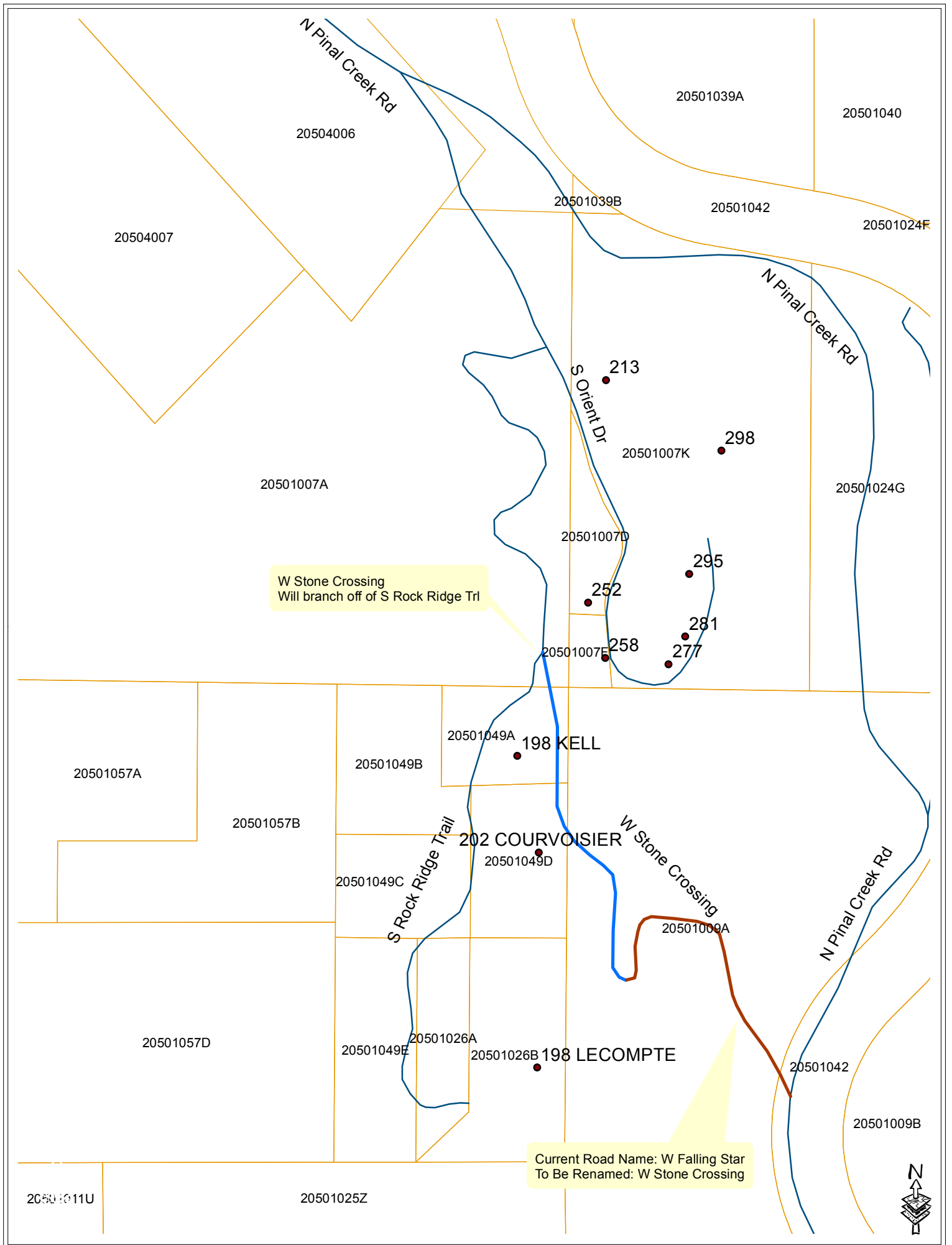
Celena Cates
Rural Addressing Analyst

cc/file

Voice: (928) 402-8510

ccates@gilacountyaz.gov

Fax: (928) 425-7714



PUBLIC NOTICE

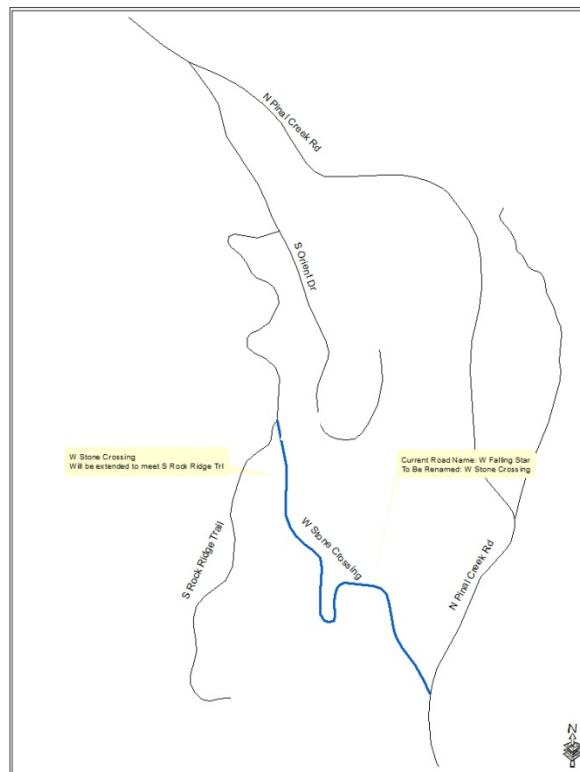
PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of a previously named road of **W Falling Star** in the Globe area. The road will be renamed to: **W Stone Crossing**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, August 7, 2013 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name W Stone Crossing is scheduled for August 19, 2013 is at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:

Celena Cates
Rural Addressing Analyst
1(800) 304-4452 ext 8510
1(928) 402-8510
Publication Dates:
July 24, 2013
July 31, 2013



ARF-2028

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Don McDaniel Jr., County Manager Submitted By: Don McDaniel Jr., County Manager,
County Manager

Department: County Manager

Information

Request/Subject

Presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying and consulting efforts in Washington D.C. to further County supported projects and to potentially secure federal funding for Gila County.

Background Information

Since 2006, Patricia A. Power has provided consultant/lobbyist services to Gila County with the objective of furthering County supported projects as well as searching out and securing federal funding for Gila County. The contract with Bose Public Affairs Group (BPAG) was approved on July 16, 2013, ending June 30, 2014. The contract calls for monthly progress reports and an annual presentation to the Board describing Ms. Power's activities of the preceding year.

Evaluation

While Ms. Power maintains contact with Gila County and communicates with individual Board members and staff by email and phone, regular face to face presentations to the Board are important. The Board can expect a full report of the status of activities completed over the last year and a projection of activities and actions to be undertaken between now and June 2014.

Conclusion

It is beneficial for the Board of Supervisors and the public to receive an update from Ms. Power regarding her recent lobbying and consulting efforts to search out and secure federal funding for Gila County projects.

Recommendation

It is recommended that the Board of Supervisors receive Ms. Power's report on the status of activities completed over the last year and a projection of activities and actions to be undertaken between now and June 2014 by BPAG on behalf of Gila County. The Board may wish to discuss various items of interest with Ms. Power and provide direction to her for future projects and activities.

Suggested Motion

Information/Discussion/Action to receive the presentation by Patricia Power, Vice President of Bose Public Affairs Group, regarding recent lobbying and consulting efforts in Washington D.C. to further County supported projects and to potentially secure federal funding for Gila County; discuss various items of interest and projects with Ms. Power; and provide direction to her on future projects and activities. **(Don McDaniel)**

ARF-2043

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Tommie Martin Submitted By: Don McDaniel Jr., County Manager,
County Manager

Department: County Manager

Information

Request/Subject

Presentation by Dr. Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization (ECO), regarding activities of ECO including forest health, forest fires, and endangered species.

Background Information

N/A

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to receive the presentation by Dr. Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization (ECO), regarding issues related to forest health, forest fires, and endangered species; discuss various items of interest with Dr. Berlioux; and provide direction to him on future directions and activities of ECO. **(Tommie Martin)**

ARF-2018

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates July 1, Grant?: No

Begin & End: 2013-June 30, 2014

Matching No Fund?: New
Requirement?:

Information

Request/Subject

Resolution No. 13-08-03 Providing for the Collection of Taxes for All Jurisdictions for FY 2013-2014

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

Evaluation

The specific applicable statutes are as follows:

42-17151. County, municipal, community college and school tax levy

A. On or before the third Monday in August each year, the governing body of each county, city, town, community college district and school district shall:

1. Fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. This amount, plus all other sources of revenue, as estimated, and unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year.

42-18003. Delivery of roll to county treasurer; resolution for collecting taxes

A. On or before October 1 of each year the assessment and tax roll and the cross-index shall be delivered to the county treasurer.

B. On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll.

C. The roll attached to the county board of supervisors' resolution for collecting taxes is the treasurer's authority to collect the levied taxes.

Conclusion

This date of Monday, August 19, 2013, has been set for the Board of Supervisors to set the primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 13-08-03, it provides for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014.

Recommendation

Staff recommends that the Board of Supervisors set the primary and secondary property tax rates for fiscal year 2013-2014 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer and that the Board adopt Resolution No. 13-08-03.

Suggested Motion

Information/Discussion/Action to set primary and secondary property tax rates for 2013 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 13-08-03 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2013-2014. **(Don McDaniel)**

Attachments

Resolution No. 13-08-03



RESOLUTION NO. 13-08-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2013-2014.

WHEREAS, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibit A, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibit A by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

PASSED AND ADOPTED this 19th day of August 2013, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Michael A. Pastor, Chairman

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates

Exhibit A

Tax Year 2013 (Fiscal Year 2013/2014)

Tax Authority	Primary - - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
STATE OF ARIZONA				
02002 School Equalization	LCV (Primary)	438,624,843	2,247,075	0.5123
GILA COUNTY				
02000 Gila County General Purpose	LCV (Primary)	438,624,843	18,378,381	4.1900
52000 Gila County	FCV (Secondary)	440,187,536		
COUNTY-WIDE DISTRICTS				
08150 Gila Community College	LCV (Primary)	438,624,843	3,814,281	0.8696
14900 Gila County Library District	FCV (Secondary)	440,187,536	880,586	0.2000
11900 Fire District Assistance Tax	FCV (Secondary)	440,187,536	440,188	0.1000
FIRE DISTRICTS				
11202 Tri-City/Central Heights	FCV (Secondary)	17,786,269	357,717	2.0112
11204 East Verde Park	FCV (Secondary)	2,182,460	48,865	2.2390
11205 Pine/Strawberry	FCV (Secondary)	57,644,397	1,873,443	3.2500
11206 Canyon	FCV (Secondary)	7,227,447	234,891	3.2500
11207 Whispering Pines	FCV (Secondary)	7,854,494	236,177	3.0069
11208 Houston Mesa	FCV (Secondary)	4,309,684	140,065	3.2500
11212 Christopher/Kohl	FCV (Secondary)	19,398,400	552,854	2.8500
11213 Tonto Basin	FCV (Secondary)	16,631,389	540,520	3.2500
11214 Gisela	FCV (Secondary)	1,342,041	40,000	2.9805
11215 Round Valley/Oxbow Estates	FCV (Secondary)	4,729,913	111,153	2.3500
11216 Pleasant Valley	FCV (Secondary)	6,662,608	93,083	1.3971
11217 Beaver Valley	FCV (Secondary)	3,009,087	97,795	3.2500
11218 Hellsgate	FCV (Secondary)	22,477,448	830,022	3.6927
SANITARY DISTRICTS				
21251 Northern Gila County	FCV (Secondary)	159,610,045	957,660	0.6000
21253 Cobre Valley	FCV (Secondary)	-		
21255 Tri-City Regional	FCV (Secondary)	16,126,704	57,708	0.3578
STREET LIGHTING DISTRICTS				
13252 Pine SLID	FCV (Secondary)	1,299,087	2,040	0.1570
13253 Miami Gardens SLID	FCV (Secondary)	265,271	2,321	0.8750
13254 Apache Hills SLID	FCV (Secondary)	110,930	1,022	0.9210
13255 East Verde Park SLID	FCV (Secondary)	2,182,460	4,889	0.2240
13257 Upper Glendale SLID	FCV (Secondary)	114,564	1,877	1.6380
13258 Claypool Lower Miami SLID	FCV (Secondary)	4,399,798	22,263	0.5060
13259 Central Heights Country Club Mi	FCV (Secondary)	3,554,602	10,842	0.3050
WATER DISTRICTS				
16010 Canyon County Imp Dist	FCV (Secondary)	964,407		
16040 Pine/Strawberry WID	FCV (Secondary)	49,456,041	625,025	1.2638
16060 Strawberry Hollow WWID	FCV (Secondary)	927,051		
16080 Strawberry Hollow DWID	FCV (Secondary)	927,051		
16090 Pine Creek Canyon DWID	FCV (Secondary)	3,188,848	82,002	2.5715
16120 Whispering Pines DWID	FCV (Secondary)	2,697,280	8,250	0.3058
CITIES AND TOWNS				
04151 City of Globe	LCV (Primary)	37,925,563	500,618	1.3200
54151 City of Globe	FCV (Secondary)	38,221,537		
04152 Town of Hayden	LCV (Primary)	13,353,370	538,409	4.0320
54152 Town of Hayden	FCV (Secondary)	13,356,172		
04153 Town of Miami	LCV (Primary)	4,119,381	170,000	4.1268
54153 Town of Miami	FCV (Secondary)	4,175,423		
04154 Town of Winkelman	LCV (Primary)	722,152	43,100	5.9682
54154 Town of Winkelman	FCV (Secondary)	722,163		
04155 Town of Payson	LCV (Primary)	165,538,128	633,681	0.3828
54155 Town of Payson	FCV (Secondary)	165,958,361	0	0.0000
04156 Town of Star Valley	LCV (Primary)	15,098,405		
54156 Town of Star Valley	FCV (Secondary)	15,138,426		

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates
SCHOOL DISTRICTS
Tax Year 2013 (Fiscal yr 2013/2014)

Exhibit A

Gila County, Arizona Authority	Purpose	Primary-Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
05005 Young Elem SD #5	Maint/Oper, Spec Ed, Trans	Primary	16,907,739	1,067,509	6.3137	6.3743
05005 Young Elem SD #5	Capital Outlay	Primary	16,907,739	10,254	0.0606	
05005 Young Elem SD #5	Soft Capital Outlay	Primary	16,907,739	-	-	
55005 Young Elem SD #5	Override	Secondary	16,974,972	-	-	
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	58,143,831	2,385,204	4.1022	4.1022
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	58,143,831	-	-	
05012 Pine/Strawberry SD #12	Soft Capital Outlay	Primary	58,143,831	-	-	
55012 Pine/Strawberry SD #12	Override	Secondary	58,264,006	-	-	
05033 Tonto Basin Elem SD #33	Maint/Oper, Spec Ed, Trans	Primary	14,348,236	767,698	5.3505	5.5081
05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	14,348,236	22,606	0.1576	
05033 Tonto Basin Elem SD #33	Soft Capital Outlay	Primary	14,348,236	-	-	
55033 Tonto Basin Elem SD #33	Override	Secondary	14,522,790	-	-	
07001 Globe Unified SD #1	Maint/Oper, Spec Ed, Trans	Primary	44,381,789	1,240,012	2.7940	4.2817
07001 Globe Unified SD #1	Capital Outlay	Primary	44,381,789	660,268	1.4877	
07001 Globe Unified SD #1	Soft Capital Outlay	Primary	44,381,789	-	-	
57001 Globe Unified SD #1	Debt Service	Secondary	44,737,165	-	-	
07010 Payson Unified SD #10	Maint/Oper, Spec Ed, Trans	Primary	236,443,460	9,569,495	4.0473	4.1988
07010 Payson Unified SD #10	Capital Outlay	Primary	236,443,460	358,182	0.1515	
07010 Payson Unified SD #10	Soft Capital Outlay	Primary	236,443,460	-	-	
07010 Payson Unified SD #10	Adjacent Public Ways	Primary	236,443,460	-	-	
57010 Payson Unified SD #10	Debt Service	Secondary	237,047,835	2,788,872	1.1765	1.6680
57010 Payson Unified SD #10	Override	Secondary	237,047,835	1,164,996	0.4915	
07040 Miami Unified SD #40	Maint/Oper, Spec Ed, Trans, Dropout	Primary	48,196,865	2,008,854	4.1680	4.4734
07040 Miami Unified SD #40	Capital Outlay	Primary	48,196,865	147,188	0.3054	
07040 Miami Unified SD #40	Soft Capital Outlay	Primary	48,196,865	-	-	
57040 Miami Unified SD #40	Override	Secondary	48,427,013	371,843	0.7678	
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	18,364,905	1,152,923	6.2779	6.3660
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	18,364,905	16,172	0.0881	
07041 Hayden/Winkelman SD #41	Soft Capital Outlay	Primary	18,364,905	-	-	
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	18,371,023	-	-	
57041 Hayden/Winkelman SD #41	Repay State	Secondary	18,371,023	806,000	4.3873	4.3873
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	1,838,018	-	-	-
07020 San Carlos Unified SD #20	Capital Outlay	Primary	1,838,018	-	-	
07020 San Carlos Unified SD #20	Soft Capital Outlay	Primary	1,838,018	-	-	
57020 San Carlos Unified SD #20	Debt Service	Secondary	1,842,732	-	-	
57020 San Carlos Unified SD #20	Override	Secondary	1,842,732	-	-	-
30003 CVIT	Joint Technology District Arrangem	Secondary	113,377,933	56,689	0.0500	0.0500
30001 NAVIT	Joint Technology District Arrangem	Secondary	237,047,835	118,524	0.0500	0.0500

ARF-2024

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Don E.
McDaniel, Jr.

Submitted By: Linda Rodriguez, Administrative
Manager, County Manager

Department: County Manager

Information

Request/Subject

Industrial Development Authority (IDA) Governing Board Membership Appointment.

Background Information

At the Special Meeting of July 16, 2013, the Board of Supervisors appointed Scott Flake, upon recommendation of District 1 Supervisor Tommie Cline Martin, to the IDA Board of Directors filling a vacancy which expires July 15, 2019.

Evaluation

In an email letter addressed to Supervisor Martin and dated August 8, 2013, Mr. Flake tendered his resignation effective immediately. Mr. Flake cited concerns of his employer, Wells Fargo Advisors, LLC, regarding a potential conflict of interest.

Conclusion

The Board needs to acknowledge the resignation of Scott Flake from the IDA Board of Directors and appoint a replacement per the recommendation from Supervisor Martin.

Recommendation

It is recommended that the BOS acknowledge the resignation of IDA Board Member Scott Flake; and further, that the Board consider Supervisor Martin's recommendation to appoint a new member to be made effective immediately and expiring July 15, 2019.

Suggested Motion

Information/Discussion/Action to acknowledge the resignation of Industrial Development Authority (IDA) Board member Scott Flake; and further, to appoint a member to the IDA Board of Directors effective immediately and expiring July 15, 2019. **(Don McDaniel)**

Attachments

IDA Proposed Membership List

Scott Flake's Resignation from IDA Board

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA
(Proposed to BOS on 8/13/13)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Scott Flake	D (Supv. Dist 1 recommendation)	A (07/16/13)	-	07/16/13-07/15/19 Resigned as of 8/8/13	6 years
Vacancy	D (Supv. Dist. 1 recommendation)	B (08/19/13)			
Cliff Potts	D (Supv. Dist 1 recommendation)	A (06/07/11)	-	06/07/11-06/06/17	6 years
James Feezor	D (Supv. Dist 1 recommendation)	B (07/16/13)	(Ray Pugel)	07/16/13-06/06/17	3 years, 11 months
Robert Pastor	D (Supv. Dist 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	6 years
Stanley Gibson	D (Supv. Dist 2 recommendation)	B (07/16/13)	(Mark Marcanti)	07/16/13-01/19/16	2 years, 6 months
Tim Humphrey	D (Supv. Dist 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	6 years
William Long	D (Supv. Dist 3 recommendation)	C (06/07/11)	12 years (apptd. 5/18/98)	05/18/10-05/17/16	6 years
William A. Byrne	D (Supv. Dist 3 recommendation)	C (07/16/13)	4 years, 1 month	07/16/13-07/15/19	6 years
Fred Barcon	D (Supv. Dist 3 recommendation)	C (07/16/13)	18 years (apptd. 11/06/95)	07/16/13-07/15/19	6 years

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

Rodriguez, Linda

Subject: FW: Flake resignation from IDA

From: <scott.flake@wellsfargo.com>

Date: August 8, 2013, 10:54:40 AM MDT

To: <tmartin@co.gila.az.us>

Cc: <gilacounty_ida@yahoo.com>, <cliff.potts@rimhomes.com>, <mac_feezor@msn.com>

Subject: RE: Forms RE OML

Supervisor Martin,

As we discussed may happen, I have run into obstacles on serving on the IDA. Due to potential conflicts of interest, my firm will not allow me to vote on issues coming before the organization. Since this is the primary purpose of the group, it wouldn't allow me to function properly so please accept my resignation. I greatly appreciate your confidence in asking me to serve on the board and would enjoy doing it if it was allowed.

Joyce Bittner has been involved in economic development, the chamber of commerce and other activities. She has also built a successful business here in the county. Additionally, she was active in various business growth and recruitment efforts in the valley in the past. She may be willing to serve if asked.

Again, I thank you for wanting to appoint me to this position.

-Scott

G. Scott Flake, Financial Advisor
WELLS FARGO ADVISORS, LLC

Wells Fargo Bank
115 E. Highway 260
Payson, Arizona 85541

✉: Scott.Flake@WellsFargo.com 🌐: www.wfadvisors.com/scott.flake ☎: 928 472-3398 📠: MAC S4422-011

Client Associate - Mary Hill

☎: 480-348-4408 ✉: Mary.Hill@WellsFargo.com

Customer Service - 866 281-7436

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1 North Jefferson, St. Louis, MO 63103

ARF-2021

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Steve Sanders, Public Works Division Deputy Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Roads

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 9/1/2010-12/31/2013 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Road Project Agreement with Forest Service for chip seal of Forest Road 55 (Russell Road)

Background Information

On January 4th, 2011 the Board directed staff to submit a Secure Rural Schools Title II Special Projects application for a double chip seal on Forest Road 55 (Russell Road). The application was successful and funding was approved by the Eastern Arizona Resource Advisory Committee (RAC) in the amount of \$230,700. Before funding could be secured the Forest Service froze the funds and the project was put on hold. The funds were recently reauthorized at a lower amount than originally awarded. The Forest Service contacted the County and asked if they wished to move forward with the project in the amount of \$227,022. The County agreed to this new amount and began to plan for the project. Once the agreement is in place the road department will perform the double chip seal in accordance with the Project Agreement.

Evaluation

It is in the best interest of Gila County to enter into Project Agreement 13-RO-11031200-022 with the Tonto National Forest to receive \$227,022 of Title II Secure Rural School Funds for a double chip seal on Forest Road 55 (Russell Road).

Conclusion

A double chip seal will improve the surface of the road and reduce maintenance of the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors sign Project Agreement No. 13-RO-11031200-022.

Suggested Motion

Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-022) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$227,022 for the double chip seal of Forest Road 55 (Russell Road), effective through December 31, 2013, at which time it will expire unless extended. **(Steve Sanders)**

Attachments

Grants & Agreements Cover Sheet

FR55-Road Project Agreement

Exhibit A-Financial Plan

Exhibit B-Description of Work

FS Non Cash Contribution Cost Analysis - Column A Worksheet

FS Cash to the Cooperator Cost Analysis - Column B Worksheet

Cooperator Non-Cash Contribution Cost Analysis - Column C Worksheet

Cooperator In-Kind Contribution Cost Analysis - Column D

Financial Matrix

Legal Explanation



Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only. When completed, provide to the Forest Service program manager that is working with you on the proposed project.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and provide entire package to appropriate G&A staff using the local proposal submission process.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) Region 3, Tonto NF, SO

Person submitting request: Christine Crawford

Email Address: cjcrawford@fs.fed.us

Telephone Number: 602.225.5279

I-Web Proposal ID No.	13-RO-11031200-022
Expected/Desired Start Date (for workload prioritization)	Sep 2013
Job Code and Funding Amount	SRSA12 \$227,022.00
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: <ul style="list-style-type: none">• SF-424• SF-424A or SF-424C• SF-424B or SF-424D• AD-1047 Certification Regarding Debarment...• AD-1049 (or AD-1052), Certification Regarding Drug-Free...• Certification Regarding Lobbying (FS \$ over \$100K)• Cooperator delegation of signing authority• Non-Competition Justification Letter (if over \$75,000 and not competed)• Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA)• Full project narrative including a project timeline	Attached <input checked="" type="checkbox"/>



<ul style="list-style-type: none">Detailed project budget <p>-----OR-----</p> <p>For All Other Agreements, Please Attach:</p> <ul style="list-style-type: none">Draft G&A templateStatement of Work which describes proposed projectDraft financial plan, when required <p>-----OR-----</p> <p>For All Modifications, Please Attach:</p> <ul style="list-style-type: none">Draft Modification templateStatement of Work, if applicableFinancial Plan, if applicable	
For a Modification, Provide the Forest Service Agreement No.	Under Master Agmt: 10-RO-11031200-006
Cooperator's/Organization's Legal Name	Gila County
Cooperator Current Contact Name, Telephone No., and E-mail	Shannon Coons 928.402.8521 scoons@co.gila.az.us
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	745 N Rose Mofford Way Globe, AZ 85501
Provide County Name(s) Where Project Activities Take Place	Gila
Cooperator Tax ID No.	86-6000444
Cooperator DUNS Number	147259191
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Interagency Agreements <u>Only</u> : Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-Employee Identity System (NEIS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Project Title & Brief Description	Chip Seal Surfacing Project for Forest Road FR55
FS Program Manager Name and Email	Christine Crawford, cjcrawford@fs.fed.us
FS Budget Approver Name and Email	Virginia Olsen, volsen@fs.fed.us



USDA Forest Service

OMB 0596-0217
FS-1500-20

FS Administrative Contact Name and Email	Sherry J Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Neil J. Bosworth, Forest Supervisor

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 13-RO-11031200-022
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 and Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended, executed between the parties on September 30, 2009.

Project Title: Chip Seal Surfacing Project for Forest Road 55

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.



II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the chip sealing of Forest Road 55 (see further description in Exhibit B). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$227,022.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$227,022.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Christine Crawford
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8516 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Christine Crawford Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: cjcrawford@fs.fed.us	Name: Sherry Smith Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.



- C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- D. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.



- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2013 at which time it will expire unless extended.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MICHAEL A. PASTOR, Chairman
Gila County

Date

NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

MARIAN SHEPPARD,
Clerk

Date

BRYAN B. CHAMBERS
Deputy Attorney Principal for
BRAD BEAUCHAMP, Gila County Attorney

Date

The authority and format of this agreement have been reviewed and approved for signature.

SHERRY J. SMITH
U.S. Forest Service Grants Management Specialist

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Attachment: USFS Agreement No.:
Cooperator Agreement No.: Mod. No.: **Note: This Financial Plan may be used when:**

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$3,677.99	\$0.00	\$18,852.75	\$0.00	\$22,530.74
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$52,875.90	\$0.00	\$52,875.90
Supplies/Materials	\$0.00	\$227,021.56	\$22,879.20	\$0.00	\$249,900.76
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$3,677.99	\$227,021.56	\$94,607.85	\$0.00	\$325,307.40
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$3,677.99	\$227,021.56	\$94,607.85	\$0.00	\$325,307.40
Total Project Value:					\$325,307.40

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 70.92%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 29.08%
Total (f+g) = (h)	(h) 100.00%

TONTO NATIONAL FOREST

Exhibit B

DESCRIPTION OF WORK:

Under this project agreement Gila County shall:

1. Double chip seal, consistent with industry standards, approximately 3.6 miles of Russell Gulch Road (FR 55) at a cost not to exceed \$227,022.00. Project limits are from the intersection of Russell Road to the intersection of Kellner Canyon Road. Project will consist of a double chip seal over unpaved portions of FR 55.

Project work is expected to begin in 2013 after the agreement is fully executed. Specific start dates are dependant on weather and personnel availability.

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
G&A Specialist		\$313.00	3.00		\$939.00
Engineering		\$375.00	2.00		\$750.00
Project Coord/Review		\$358.33	3.00		\$1,074.99
NEPA/field crew		\$228.50	4.00		\$914.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor		\$3,677.99
-----------------------------	--	-------------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel		\$0.00
---------------------	--	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment		\$0.00
-----------------	--	--------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Supplies/Materials		\$0.00
--------------------------	--	--------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Printing		\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation				
--------------------------	--	--	--	--

Total Other		\$0.00
-------------	--	--------

Subtotal Direct Costs		\$3,677.99
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$3,677.99			\$0.00
Total FS Overhead Costs				\$0.00

TOTAL COST		\$3,677.99
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$0.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	Ton	# of Items	Cost/Item	Total
Chips	Ton	2831.00	\$14.00	\$39,634.00
MC800	Ton	237.48	\$789.08	\$187,387.56
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$227,021.56
---------------------------------	---------------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs	\$227,021.56
------------------------------	---------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$227,021.56	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST	\$227,021.56
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
15 County employees		\$2,693.25	7.00		\$18,852.75
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor					\$18,852.75
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel					\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Chip Box	1.00	\$720.00	7.00		\$5,040.00
Rollers	3.00	\$261.00	7.00		\$5,481.00
10 Wheelers	9.00	\$540.00	7.00		\$34,020.00
Pickups	4.00	\$180.00	7.00		\$5,040.00
Loader	1.00	\$360.00	7.00		\$2,520.00
Power Broom	1.00	\$110.70	7.00		\$774.90

Non-Standard Calculation

Total Equipment		\$52,875.90
------------------------	--	--------------------

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
TRMSS	Tons	40.00	\$571.98	\$22,879.20
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$22,879.20
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Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

		\$0.00
Total Printing		\$0.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other		\$0.00
--------------------	--	---------------

Subtotal Direct Costs	\$94,607.85
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$94,607.85			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$94,607.85
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor		\$0.00
-----------------------------	--	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel		\$0.00
---------------------	--	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
---------------------------------	--	---------------

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

Total Printing		\$0.00
-----------------------	--	---------------

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$0.00
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TOTAL COST	\$0.00
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The Financial Matrix – Exhibit A – is created from the information provided on Worksheets A through D.

Worksheet A - Forest Service Non-Cash Contribution Cost Analysis - identifies the costs that are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.

Worksheet B - Forest Service Cash to the Cooperator Cost Analysis - identifies the costs that are an expense to the Forest Service, and is the maximum amount of funding that will be reimbursed to the Cooperator by the Forest Service.

Worksheet C - Cooperator Non-Cash Contribution Cost Analysis - identifies the expenses of the Cooperators that are not reimbursable by the Forest Service.

Worksheet D – Cooperator In-Kind Contribution Cost Analysis - identifies contributions provided to the Cooperator from a third party organization. This is not reimbursable to the Cooperator, but could be applied to the Cooperators matching requirement. (There are none)



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2022

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Steve Sanders, Public Works Division Deputy Director
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Roads

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 9/01/2010-12/31/2013 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Road Project Agreement with Forest Service for aggregate resurfacing of Forest Road 512 (Young Road)

Background Information

On September 4, 2012, the Board of Supervisors directed staff to submit a Secure Rural Schools Title II Special Projects application for a surfacing project on Forest Road 512 (Young Road.) The application was successful and funding was approved by the Eastern Arizona Resource Advisory Committee (RAC) in the amount of \$222,500. Before funding could be secured, the Forest Service froze the funds and the project was put on hold due to sequestration by the federal government. The funds were recently reauthorized at a lower amount than originally awarded. The Forest Service contacted the County and asked if they wished to move forward with the project with Title II Secure Rural School funds in the amount of \$135,538 and funds from the Tonto National Forest in the amount of \$50,000. The County agreed to the new amount of \$185,538 and began to plan for the project.

Evaluation

It is in the best interest of Gila County to enter into Project Agreement 13-RO-11031200-018 with the Tonto National Forest to receive \$135,538 of Title II Secure Rural School Funds and \$50,000 of funds from the Tonto National Forest for a total amount of \$185,538 for a surfacing project on Forest Road 512 (Young Road.)

Conclusion

Surfacing the road will improve the surface of the road and reduce maintenance costs on the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors sign Project Agreement 13-RO-11031200-018.

Suggested Motion

Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 13-RO-11031200-018) between the United States Department of Agriculture, Forest Service, Tonto National Forest and Gila County to receive \$185,538 for the surfacing project of Forest Road 512 (Young Road), effective through December 31, 2013, at which time it will expire unless extended. **(Steve Sanders)**

Attachments

Grants & Agreement Cover Sheet

FR512-Road Project Agreement

Exhibit A - Financial Plan

Exhibit B - Description of Work

FS Non-Cash Contribution Cost Analysis - Column A Worksheet

FS Cash to the Cooperator Cost Analysis - Column B Worksheet

Cooperator Non-Cash Contribution Cost Analysis - Column C Worksheet

Cooperator In-Kind Contribution Cost Analysis - Column D Worksheet

Financial Matrix

Legal Explanation



Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only. When completed, provide to the Forest Service program manager that is working with you on the proposed project.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and provide entire package to appropriate G&A staff using the local proposal submission process.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) Region 3, Tonto NF, SO

Person submitting request: Christine Crawford

Email Address: cjcrawford@fs.fed.us

Telephone Number: 602.225.5279

I-Web Proposal ID No.	13-RO-11031200-018
Expected/Desired Start Date (for workload prioritization)	Sep, 2013
Job Code and Funding Amount	S2R3T7, \$135,538; and CMRD12 \$50,000; total: \$185,538
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: <ul style="list-style-type: none">• SF-424• SF-424A or SF-424C• SF-424B or SF-424D• AD-1047 Certification Regarding Debarment...• AD-1049 (or AD-1052), Certification Regarding Drug-Free...• Certification Regarding Lobbying (FS \$ over \$100K)• Cooperator delegation of signing authority• Non-Competition Justification Letter (if over \$75,000 and not competed)• Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA)• Full project narrative including a project timeline	Attached <input checked="" type="checkbox"/>



<ul style="list-style-type: none"> Detailed project budget <p>-----OR-----</p> <p>For All Other Agreements, Please Attach:</p> <ul style="list-style-type: none"> Draft G&A template Statement of Work which describes proposed project Draft financial plan, when required <p>-----OR-----</p> <p>For All Modifications, Please Attach:</p> <ul style="list-style-type: none"> Draft Modification template Statement of Work, if applicable Financial Plan, if applicable 	
For a Modification, Provide the Forest Service Agreement No.	Master Agmt: 10-RO-11031200-006
Cooperator's/Organization's Legal Name	Gila County
Cooperator Current Contact Name, Telephone No., and E-mail	Shannon Coons 928.402.8521 scoons@co.gila.az.us
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	745 N Rose Mofford Way Globe, AZ 85501
Provide County Name(s) Where Project Activities Take Place	Gila
Cooperator Tax ID No.	86-6000444
Cooperator DUNS Number	147259191
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
For Interagency Agreements <u>Only</u> : Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-Employee Identity System (NEIS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Project Title & Brief Description	Surfacing Project for Forest Road 512
FS Program Manager Name and Email	Christine Crawford, cjcrawford@fs.fed.us
FS Budget Approver Name and Email	Virginia Olsen, volsen@fs.fed.us



USDA Forest Service

OMB 0596-0217
FS-1500-20

FS Administrative Contact Name and Email	Sherry J Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Neil Bosworth

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 13-RO-11031200-018
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between GILA COUNTY, hereinafter referred to as “COOPERATOR,” and the USDA, Forest Service, TONTO NATIONAL FOREST, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 and Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended, executed between the parties on September 30, 2009.

Project Title: Surfacing Project for Forest Road 512

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the surfacing of Forest Road 512 (see further description in Exhibit B). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$185,538

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibit A.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$185,538.00 as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) Cooperator's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Christine Crawford
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8501 FAX: (928) 425-8104 Email:sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works 745 N Rose Mofford Way City, State, Zip: Globe, AZ 85501 Telephone: (928) 402-8521 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Christine Crawford Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: cjcrawford@fs.fed.us	Name: Sherry Smith Address: 2324 E McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5295 Email: sherrysmith@fs.fed.us

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.



- C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- D. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).
- E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.
- I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.



- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2013 at which time it will expire unless extended.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

MICHAEL A. PASTOR, Chairman
Gila County

Date

NEIL BOSWORTH, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

MARIAN SHEPPARD,
Clerk

Date

BRYAN B. CHAMBERS
Deputy Attorney Principal for
BRAD BEAUCHAMP, Gila County Attorney

Date

The authority and format of this agreement have been reviewed and approved for signature.



SHERRY J. SMITH
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: Exhibit A

USFS Agreement No.: 13-RO-11031200-018
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$1,112.00	\$0.00	\$27,199.20	\$0.00	\$28,311.20
Travel	\$62.50	\$83,587.50	\$0.00	\$0.00	\$83,650.00
Equipment	\$0.00	\$0.00	\$63,260.00	\$0.00	\$63,260.00
Supplies/Materials	\$0.00	\$101,950.75	\$0.00	\$0.00	\$101,950.75
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$1,174.50	\$185,538.25	\$90,459.20	\$0.00	\$277,171.95
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$1,174.50	\$185,538.25	\$90,459.20	\$0.00	\$277,171.95
Total Project Value:					\$277,171.95

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 67.36%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 32.64%
Total (f+g) = (h)	(h) 100.00%

TONTO NATIONAL FOREST

Exhibit B

DESCRIPTION OF WORK:

Under this project agreement Gila County shall:

1. Produce, haul and place aggregate material on approximately 14 miles of Young Road (FR 512) at a cost not to exceed \$185,538. Project limits are from the end of existing pavement approximately 3 miles south on 512 from the intersection of SR260 to the beginning of existing pavement near Young, Arizona. Project will consist of pit generated and purchased aggregate material placement on roadway, spread, watered and compacted with cross-slopes constructed to drain water off roadway.

Project work is expected to begin in 2013 after the agreement is fully executed. Specific start dates are dependant on weather and personnel availability.

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
GS-12 Engineer	\$370.00	3.00	\$1,110.00
GS-11 G&A		2.00	\$2.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$1,112.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/mile	# of Miles	Total
mileage		\$0.25	250.00	\$62.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$62.50

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
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Supplies/Materials		
Standard Calculation		
Supplies/Materials	# of Items	Cost/Item
		Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Printing		
Standard Calculation		
Paper Material	# of Units	Cost/Unit
		Total
		\$0.00

Non-Standard Calculation

Total Printing	\$0.00
----------------	--------

Other Expenses		
Standard Calculation		
Item	# of Units	Cost/Unit
		Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Non-Standard Calculation

Total Other	\$0.00
-------------	--------

Subtotal Direct Costs	\$1,174.50
-----------------------	------------

Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$1,174.50			\$0.00
Total FS Overhead Costs				\$0.00

TOTAL COST	\$1,174.50
------------	------------

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor		\$0.00
-----------------------------	--	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Haul Truck Drivers	5	\$90.00	185.75		\$83,587.50
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Formal bids have not been let, estimated cost of hauling with belle dumps at 22 tons per load

Total Travel		\$83,587.50
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
-----------------	--	--------

Supplies/Materials**Standard Calculation**

Supplies/Materials		# of Items	Cost/Item	Total
Pit Run Aggregate	tons	18536.50	\$5.50	\$101,950.75
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

formal bids have not been let this is an estimate only

Total Supplies/Materials		\$101,950.75
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Printing**Standard Calculation**

Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

\$0.00

Total Printing		\$0.00
----------------	--	--------

Other Expenses**Standard Calculation**

Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

agg surfacing contract/in-house work \$0.00

Total Other		\$0.00
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Subtotal Direct Costs**\$185,538.25****Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs			Total
	\$185,538.25			\$0.00

Total Coop. Indirect Costs		\$0.00
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TOTAL COST**\$185,538.25**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.

NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Young Rd 512 hauling	\$1,359.96	20.00	\$27,199.20
Administration			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$27,199.20

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
D-8 Dozer	1.00	\$675.00	20.00	\$13,500.00
Ingersoll Roller	1.00	\$232.00	20.00	\$4,640.00
Loader	1.00	\$260.00	20.00	\$5,200.00
Motor Grader	2.00	\$560.00	20.00	\$22,400.00
Dump Truck	1.00	\$378.00	20.00	\$7,560.00
Water Truck	1.00	\$378.00	20.00	\$7,560.00
3/4T 4X4 Pickup	2.00	\$60.00	20.00	\$2,400.00

Non-Standard Calculation

Total Equipment		\$63,260.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

		\$0.00
Total Printing		\$0.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$90,459.20
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$90,459.20			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$90,459.20
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WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Salaries/Labor		\$0.00
-----------------------------	--	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel		\$0.00
---------------------	--	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$0.00
------------------------	--	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00

Non-Standard Calculation

Total Printing		\$0.00
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Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$0.00
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TOTAL COST	\$0.00
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The Financial Matrix – Exhibit A – is created from the information provided on Worksheets A through D.

Worksheet A - Forest Service Non-Cash Contribution Cost Analysis - identifies the costs that are an expense to the Forest Service, but do not include funding for reimbursement of Cooperator expenses.

Worksheet B - Forest Service Cash to the Cooperator Cost Analysis - identifies the costs that are an expense to the Forest Service, and is the maximum amount of funding that will be reimbursed to the Cooperator by the Forest Service.

Worksheet C - Cooperator Non-Cash Contribution Cost Analysis - identifies the expenses of the Cooperators that are not reimbursable by the Forest Service.

Worksheet D – Cooperator In-Kind Contribution Cost Analysis - identifies contributions provided to the Cooperator from a third party organization. This is not reimbursable to the Cooperator, but could be applied to the Cooperators matching requirement. (There are none)



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-2050

Executive Session Item 3. G.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted By: Bryan
Chambers,
Deputy
Attorney
Principal,
County
Attorney

Department: County Attorney

Fiscal Year: 2012 Budgeted?: Yes

Contract Dates 2012 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

AJP Electric has filed a Summons and Complaint against Gila County alleging breach of contract, unjust enrichment, and violation of state statute in regards to a construction contract. The County Attorney's Office requests the opportunity to update the Board of Supervisors and provide legal advice to the Board regarding the lawsuit. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office requests that the Board consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. Pursuant to A.R.S. § 38-431.03(A)(4), the Board may vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

Background Information

AJP Electric has filed a Summons and Complaint against Gila County alleging breach of contract, unjust enrichment, and violation of state statute in regards to a construction contract. The contract involved a paving project for the Public Works Division complex in Globe.

Evaluation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

Conclusion

The County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(3), the Board vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(4), the Board vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

Recommendation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding a Summons and Complaint filed against Gila County by AJP Electric, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**

ARF-2051

3. H.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted By: Bryan Chambers, Deputy
Attorney Principal, County
Attorney

Department: County Attorney

Fiscal Year: 2012

Budgeted?: No

Contract Dates 2012

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Strawberry Ridge Estates LLC. has filed a Summons and Complaint against Gila County in tax court alleging that the Gila County Treasurer wrongfully denied their request for an abate of tax liabilities between 2008 and 2011. The County Attorney's Office requests the opportunity to update the Board of Supervisors and provide legal advice to the Board regarding the lawsuit. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office requests that the Board consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. Pursuant to A.R.S. § 38-431.03(A)(4), the Board may vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

Background Information

Strawberry Ridge Estates LLC. has filed a Summons and Complaint against Gila County in tax court alleging that the Gila County Treasurer wrongfully denied their request for an abate of tax liabilities between 2008 and 2011.

Evaluation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

Conclusion

The County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(3), the Board vote to go into executive session to receive legal advice from its attorney on this matter. Additionally, the County Attorney's Office recommends that pursuant to A.R.S. § 38-431.03(A)(4), the Board vote to go into executive session to consider its position in the litigation, direct its attorneys on how they should proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions.

Recommendation

Since this item involves pending litigation, and it is necessary to get the Board's direction on how to proceed to resolve the litigation, the County Attorney's Office recommends that the Board go into executive session pursuant to A.R.S. § 38-421.03(A)(3)-(4).

Suggested Motion

Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3), to receive legal advice from its attorney regarding Strawberry Ridge Estates LLC. v. Gila County TX 2013-000471, and pursuant to A.R.S. § 38-431.03(A)(4), to consider its position in the litigation, direct its attorneys on how to proceed in the litigation, and direct its attorneys on how or whether to engage in settlement discussions. **(Bryan Chambers)**

Attachments

Tax Complaint

Treasurer Letter

Michael J. Harper, Bar #18386
WALKER & HARPER, P.C.
3514 N. Power Road
Bld. 1, Suite 103
Mesa, Arizona 85205
Telephone: (480) 500-5700
Fax: (480) 718-7728
mjh@walkerharper.com

Attorneys for Plaintiffs

Date

7-25-13

Time of Service

1:05 pm

Name of Process Server

Lois Jacott

Process Server's License Number

PS2600001

Your Name

Edward J. Reppand

7-25-13 scanned & emailed to:
D. Hughes D. McDaniel
L. Hoffer B. Chambers

THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN THE ARIZONA TAX COURT

STRAWBERRY RIDGE ESTATES, LLC, an
Arizona limited liability company; CCC&S
Family Limited Partnership, a New Mexico
Limited Partnership;

Plaintiffs,

v.

GILA COUNTY, a body politic;

Defendant.

NO. TX2013-000471

SUMMONS

IF YOU WANT THE ADVICE OF A LAWYER, YOU MAY
WISH TO CONTACT THE LAWYER REFERRAL SERVICE AT
602-257-4434 OR ONLINE AT WWW.LAWYERSFINDERS.ORG.
LRS IS SPONSORED BY THE MARICOPA COUNTY
BAR ASSOCIATION.

THE STATE OF ARIZONA TO:

GILA COUNTY

YOU ARE HEREBY SUMMONED and required to appear and defend,
within the time applicable, in this action in this Court. If served within Arizona, you
shall appear and defend within 20 days after the service of the Summons and Complaint
upon you, exclusive of the day of service. If served out of the State of Arizona--whether
by direct service, registered or certified mail, or by publication--you shall appear and
defend within 30 days after the Service of the Summons and Complaint upon you is
complete, exclusive of the day of service. Service by registered or certified mail without
the State of Arizona is complete 30 days after the date of filing of the receipt and
affidavit of service with the Court. Service by publication is complete 30 days after the
date of first publication. Direct service is complete when made. ARCP 4, A.R.S. §§25-
311 to 25-381.22.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and
defend within the time applicable, judgment by default may be rendered against you.

YOU ARE CAUTIONED that in order to appear and defend, you must file
a proper response in writing with the Clerk of this Court, accompanied by the necessary
filing fee, within the time required. You are required to serve a copy of any response
upon the Plaintiff. ARCP 10(d), A.R.S. §12-311, ARCP 5.

1
2 REQUESTS FOR REASONABLE ACCOMMODATION for persons with
3 disabilities must be made to the Division assigned to the case by parties at least three
4 judicial days in advance of a scheduled Court proceeding.

5 The name, address and telephone number of Plaintiffs' attorney is:

6 Michael J. Harper
7 WALKER & HARPER, P.C.
8 3514 N. Power Road
9 Bld. 1, Suite 103
10 Mesa, Arizona 85205
11 Telephone: (480) 500-5700

12 SIGNED AND SEALED THIS DATE: _____

13 _____
14 Clerk

15 By: _____
16 Deputy Clerk

COPY



JUL 19 2013

MICHAEL K. JEANES, CLERK
A. NORTHROP
DEPUTY CLERK

WH

1 Michael J. Harper, Bar #18386
2 WALKER & HARPER, P.C.
3 3514 N. Power Road
4 Bld. 1, Suite 103
5 Mesa, Arizona 85205
6 Telephone: (480) 500-5700
7 Fax: (480) 718-7728
8 mjh@walkerharper.com

9 Attorneys for Plaintiffs

COPY

JUL 19 2013



MICHAEL R. JONES, CLERK
JANUARY 1990
DEPUTY CLERK

10 THE SUPERIOR COURT OF THE STATE OF ARIZONA

11 IN THE ARIZONA TAX COURT

12 STRAWBERRY RIDGE ESTATES, LLC, an
13 Arizona limited liability company; CCC&S
14 Family Limited Partnership, a New Mexico
15 Limited Partnership;

16 Plaintiffs,

17 v.

18 GILA COUNTY, a body politic;

19 Defendant.

NO. TX2013-000471

COMPLAINT

20 Pursuant to A.R.S. § 42-18351 et al., Plaintiffs Strawberry Ridge Estates, LLC
21 and CCC&S Family Limited Partnership, through undersigned counsel, hereby submit
22 their Complaint against Defendant Gila County as follows:

23 1. Plaintiff Strawberry Ridge Estates, LLC is a limited liability company
24 formed under the laws of the State of Arizona.

25 2. Plaintiff CCC&S Family Limited Partnership is a New Mexico Limited
26 Partnership holding real property interests in the State of Arizona.

27 3. Defendant Gila County is a body politic.

28 4. This Court has jurisdiction to hear this matter.

5. At all relevant times Plaintiff Strawberry Ridge Estates, LLC ("Strawberry Ridge") held legal and equitable title to the following parcels in the Strawberry Ridge Estates Subdivision located in Gila County, Arizona: 301-59-057; 301-59-073; 301-59-074;

1 301-59-075; 301-59-077; 301-59-078; 301-59-079; 301-59-080; 301-59-081; 301-59-082; 301-
2 59-083; 301-59-084; 301-59-088; 301-59-089; 301-59-090; 301-59-091; 301-59-092; 301-59-093;
3 301-59-094; 301-59-095 and 301-59-096. (Hereinafter, the "Subject Property".)

4
5 6. Plaintiff CCC&S Family Limited Partnership holds certificates of purchase
6 on the following parcels: 301-59-077; 301-59-078; 301-59-080; 301-59-081; 301-59-082; 301-
7 59-083; 301-59-084; 301-59-090; 301-59-091; 301-59-092; 301-59-093; 301-59-094; 301-59-095
8 and 301-59-096. Third parties hold Certificates of Purchase on parcels 301-59-057; 301-
9 59-073; 301-59-074; 301-59-075; 301-59-079, 301-59-088 and 301-59-089.

10 7. Pursuant to A.R.S. § 42-18352, Plaintiffs submitted a timely request to the
11 Gila County Treasurer requesting an abatement of property tax liabilities and lien
12 certificates relating to the Subject Properties for the tax periods 2008 through 2011.
13 Plaintiffs did not appeal as to tax year 2012 because the Defendant recognized its prior
14 errors during that tax year.

15 8. The Gila County Treasurer denied Plaintiffs' request in a letter dated July
16 1, 2013.

17 9. The decision of the Gila County Treasurer to deny the request was
18 contrary to law because the taxes imposed upon each of the Subject Properties resulted
19 from an "error or omission resulting in an improper imposition of a property tax"
20 pursuant to A.R.S. § 42-18351(1).

21 10. These errors and omissions included, but are not limited to, erroneous
22 assessment of the Subject Properties based upon the incorrect assumption that the
23 subdivision had received final approval from the Defendant. Defendant has admitted
24 that it had not issued its final approval for the subdivision during the relevant time
25 frame.

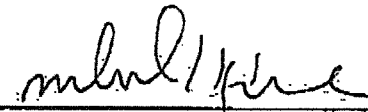
26 11. Plaintiffs have been aggrieved by the decision of the Gila County Treasurer
27 and therefore bring this action pursuant to A.R.S. § 42-18352(E).

28 WHEREFORE, Plaintiffs seek an order of this Court determining that an error

1 or omission resulted in an improper imposition of a property tax for the tax years 2008
2 through 2011. Plaintiffs further seek an order determining the correct amount of
3 abatement for each of the tax years at issue. Plaintiffs further request an award of their
4 attorneys' fees and costs incurred in the pursuit of this matter.
5

6 DATED this 18th day of July, 2013.

7 WALKER & HARPER, PC

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10 Michael J. Harper
11 Attorney for Plaintiffs
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Martha Gonzales
Chief Deputy
Ext. 8701



Debora Savage
Tax Collector
Ext. 8700

Debora Savage
GILA COUNTY TREASURER
P.O. BOX 1093
Globe, Arizona 85502
(928) 425-3231
1-800-304-4452 (within Arizona)

July 1, 2013

Via fax & mail

Walker & Harper, PC
Attorneys at Law
111 W/ Cedar Lane, Suite C
Payson, AZ 85541

Re: Strawberry Ridge Estates

Dear Mr. Harper:

I have reviewed your letters of April 1, 2013, and June 4, 2013, on behalf of your clients Strawberry Ridge Estates, LLC and CCC&S Family Limited Partnership requesting that I determine the existence of any of the situations described in A.R.S. § 42-18351 with respect to certain parcels in Strawberry Ridge Estates that are specifically listed in your letters.

Because of your request, I have reviewed your letters of April 1, 2013, and June 4, 2013, as well as all of your exhibits pursuant to A.R.S. § 42-18352(C), and I have also reviewed my records to determine whether any of the situations described in A.R.S. § 42-18351 would apply to the parcels you have referenced.

A.R.S. § 42-18351 provides as follows:

This article applies in the following situations:

1. An error or omission resulting in an improper imposition of a property tax.
2. An event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, and that invalidates the lien of the property tax or the sale of the lien.
3. The property tax lien was not advertised for sale pursuant to section 42-18105 within five years after the delinquency, unless the failure to advertise

within five years after the delinquency was due to a restraining order or injunction issued by a court of competent jurisdiction.

4. The cost of pursuing the statutory lien sale and collection procedures or the sale of lands under article 7 of this chapter or the cost of the seizure and sale of personal property pursuant to section 42-18401 would equal or exceed the revenue that could be derived.

After review, I have found:

1. There is no "error or omission resulting in an improper imposition of a property tax." A.R.S. § 42-18351(1). For each parcel you have referenced, the property taxes imposed were based upon assessments made by the Gila County Assessor. In reviewing each of the parcels you have referenced, there was no mistake in imposing property taxes based upon the assessed valuations. I understand that you believe that the Assessor's assessments of those properties were in error, but I note that the tax statutes already provide appellate remedies for property owners that believe that their assessed valuations are in error. I note that you have already pursued one of those statutory remedies and have been denied by the Gila County Assessor and the Gila County Board of Supervisors acting as the Board of Equalization. I am aware of no legal authority, and you have cited no such authority in your letters, that would allow me to reverse the decisions of either the Assessor or the Board. Instead, the error correction statutes provide for an appeal to superior court pursuant to A.R.S. § 42-16252(g).

2. After reviewing my records, I do not find any "event or circumstance that existed at the time of the levy and assessment, or that occurred afterwards, and that invalidates the lien of the property tax or the sale of the lien." A.R.S. § 42-18351(2). I find that the property tax liens on the parcels are all valid and believe that the sale of those liens would be equally valid.

3. I do not find that the circumstances listed in A.R.S. § 42-18351(3) or (4) have any application to your request.

Consequently, because I have determined that none of the situations described in A.R.S. § 42-18351 would apply to the parcels you have referenced in your letter, I cannot grant the relief you have requested pursuant to A.R.S. § 42-18352(D).

Sincerely,

Debi Savage
Gila County Treasurer

Cc: Bryan Chambers

Regular BOS Meeting**Meeting Date:** 08/19/2013**Submitted For:** Barbara Valencia, WIA
Department Program
Manager**Submitted By:** Barbara Valencia, WIA Department
Program Manager, Community Services
Division**Department:** Community Services Division **Division:** WIA Department**Fiscal Year:** Program Year 2013 **Budgeted?:** Yes**Contract Dates** July 1, 2013 - June 30, **Grant?:** Yes**Begin & End:** 2014**Matching** No **Fund?:** Renewal
Requirement?:InformationRequest/Subject

Amendment No. 2 to Contract No. Gila 10101 between Gila County and Central Arizona College.

Background Information

Under Title 1 of the Workforce Act (WIA), the Workforce Investment System provides the framework for delivery of workforce investment activities to individuals who need WIA services, including job seekers, adults, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

June 20, 2012, the Board of Supervisors approved the original Contract No. Gila 10101.

March 19, 2013, the Board of Supervisors approved Amendment No. 1 to Contract No. Gila 10101 to include additional carryover funding in the amount of \$144,883.

Evaluation

Central Arizona College shall provide employment and training services to Workforce Investment Act eligible Youth in Gila and Pinal Counties. These services shall be provided in accordance with federal and state regulations.

The youth contract has been extended from July 1, 2013, through June 30, 2014.

Total additional funds in the amount of \$673,403 have been added to the contract for Program Year 2013 and Fiscal Year 2014.

Conclusion

Amendment No. 2 to Contract No. Gila 10101 includes additional funding in the amount of \$673,403 for Program Year 2013.

Recommendation

Recommendation to approve Amendment No. 2 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2013 to provide WIA Youth Services for the period of July 1, 2013, through June 30, 2014, in the amount of \$673,403.

Suggested Motion

Approval of Amendment No. 2 to Contract No. Gila 10101 between Gila County and Central Arizona College for Program Year 2013 to provide additional WIA Youth Services funding for the period of July 1, 2013, through June 30, 2014, in the amount of \$673,403.

Attachments

Contract No. Gila 10101 Amendment No. 2

Contract No. Gila 10101 Amendment No. 1

Original CAC Contract No. Gila 10101

Legal Explanation

CONTRACT AMENDMENT
BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT

1. CONTRACTOR (<i>Name and address</i>) Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	2. CONTRACT ID NUMBER Gila 10101
	3. AMENDMENT NUMBER 02

Section 3.

Paragraph 1- Term of Agreement

Add the following after Sentence 1.

This Contract has been extended from July 1, 2013 through June 30, 2014.

Section 5. Manner of Financing – Compensation.

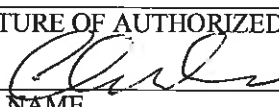
Paragraph 1 – Add the following after Sentence 1.

Additional Funds have been added to include the following funds for Program Year 2013.

Total Additional Funds include: Program Year 2013 - \$673,403.00

Total number of Participants (including carryover) to be served are 160.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona College	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President of Finance and Administration	TITLE Chairman of the Gila County Board of Supervisors
DATE July 23, 2013	DATE

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:

Marian Sheppard
Clerk of the Board

Date

Approve as to form:

Bryan B. Chambers
Deputy Attorney Principal

Date

CONTRACT AMENDMENT
BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT

1. CONTRACTOR (Name and address) Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	2. CONTRACT ID NUMBER Gila 10101 3. AMENDMENT NUMBER 01
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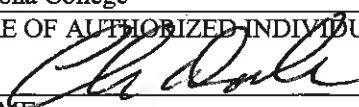
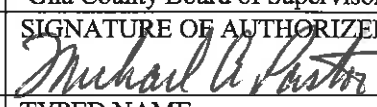
Section 5. Manner of Financing – Compensation is amended to read:

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified shall be \$630,336.00 for Program Year 2012 and Program Year 2011 carryover of \$144,883.00.

Youth Program Year 2011 Carryover	\$144,883.00
Youth Program Year 2012	\$630,336.00
Youth Total	\$775,219.00

Total number of Participants to be served including carryover is 172.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

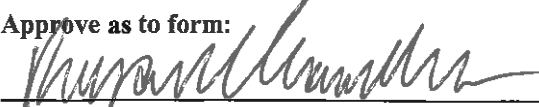
4. Central Arizona College SIGNATURE OF AUTHORIZED INDIVIDUAL 	5. NAME OF CONTRACTOR Gila County Board of Supervisors SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Chris Wodka	TYPED NAME Michael A. Pastor
TITLE Vice President of Finance & Administrative Services	TITLE Chairman Gila County Board of Supervisors
DATE January 30, 2013	DATE March 19, 2013

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:


Marian Sheppard
Chief Deputy Clerk

Approve as to form:


Bryan B. Chambers
Deputy Attorney Principal

**CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012**

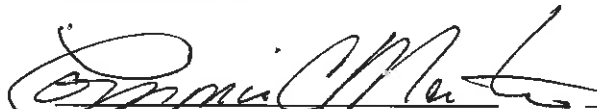
Contract is between Gila County and Central Arizona College (Contractor).

WHEREAS, Central Arizona College shall provide employment and training services to Workforce Investment Act Title 1 eligible youth in Gila and Pinal Counties in the amount of \$630,336.00 for Program Year 2012 – July 1, 2012 – June 2013; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and


THEREFORE, Gila County and Central Arizona College agrees to abide by all terms and condition sets forth in this Contract.

**FOR AND ON BEHALF OF
GILA COUNTY**


Tommie C. Martin
Chairman, Gila County Board
of Supervisors

6/19/12
Date

FOR AND ON BEHALF OF CONTRACTOR


Central Arizona College
Chris Wodka
Vice President of Finance & Administration

7/11/12
Date

Contract #: Gila 10101

APPROVED AS TO FORM


Gila County Attorney

6-26-12
Date

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona College called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2012 through June 30, 2013 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Gila County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Gila County upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$630,336.00.

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to youth, as appropriate to meet the individuals needs, may include any of the following:

- a. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. RESPONSIBILITIES

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extend permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 1. General Administrative Requirements;
29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 2. Assurances and Certifications:
SF 424 B – Assurances for Non-construction Programs
29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
CFR part 93 – Certification Regarding Lobbying (and regulation)
29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 3. Special Clauses/Provisions:
Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
 - l. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Youth Programs prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date

- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

- a. Federal Requirements (applicable if Federal funds are involved):

If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

- b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. **Additional County Requirements:**

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability

Each Accident \$ 500,000
Disease – Each Employee \$ 500,000
Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
- b. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
- d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

33. ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

34. COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act *18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

35. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

36. COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

37. DEBT COLLECTION & AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- a. The Contractor is responsible for all funds under its grant(s);
- b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the

immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

39. SCRUTINIZED BUSINESS

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

40. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

41. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

42. ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

43. CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting**Meeting Date:** 08/19/2013**Submitted For:** Barbara Valencia, WIA
Department Program
Manager**Submitted By:** Barbara Valencia, WIA Department
Program Manager, Community Services
Division**Department:** Community Services Division **Division:** WIA Department**Fiscal Year:** Program Year 2013 **Budgeted?:** Yes**Contract Dates** July 1, 2013 - June 30, **Grant?:** Yes**Begin & End:** 2014**Matching** No **Fund?:** Renewal
Requirement?:InformationRequest/Subject

Amendment No. 2 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments.

Background Information

Under Title 1 of the Workforce Act (WIA), the Workforce Investment System provides the framework for delivery of workforce investment activities to individuals who need those workforce investment activities, including job seekers, adults, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

July 17, 2012 - Original contract was signed to allow CAAG to continue to provide Workforce Investment Act services to the Gila/Pinal Workforce Investment Area for an additional six months, to December 31, 2012, and to allow adult program carryover funds to be utilized.

January 22, 2013 - Additional funds have been added for Program Year 2012 in the amount of \$150,000 which shall be transferred from the Dislocated Worker Program.

Evaluation

Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act eligible adults in Gila and Pinal Counties. These services will be provided in accordance with federal and state regulations.

The adult contract has been extended from July 1, 2013, through June 30, 2014.

Total additional funds in the amount of \$722,451 have been added to the contract for Program Year 2013 and Fiscal Year 2014.

Conclusion

Amendment No. 2 to Contract No. Gila 10102 includes additional funding in the amount of \$722,451 for Program Year 2013.

Recommendation

It is recommended that the Board of Supervisors approve Amendment No. 2 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to provide WIA Adult Services for the period of July 1, 2013, through June 30, 2014, in the amount of \$722,451.

Suggested Motion

Approval of Amendment No. 2 to Contract No. Gila 10102 between Gila County and Central Arizona Association of Governments for Program Year 2013 to provide WIA Adult Services for the period of July 1, 2013, through June 30, 2014, in the amount of \$722,451.

Attachments

AMENDMENT NO. 2 TO CONTRACT NO. Gila 10102

AMENDMENT NO. 1 TO CONTRACT NO. Gila 10102

CAAG Contract No. 10102

Legal Explanation

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2012 WORKFORCE INVESTMENT ACT

1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10102 3. AMENDMENT NUMBER 02
--	--

Section 3.

Paragraph 1- Term of Agreement

Add the following after Sentence 1.

This Contract has been extended from July 1, 2013 through June 30, 2014.

Section 5. Manner of Financing – Compensation.

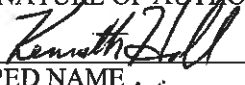
Paragraph 1 – Add the following after Sentence 1.

Additional Funds have been added to include the following funds for Program Year 2013 and Fiscal Year 2014.

Total Additional Funds include: Program Year 2013 - \$ 18,524.00
 Fiscal Year 2014 - \$703,927.00
 Total - \$722,451.00

Total number of Participants (including carryover) to be served are 196.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments	5. Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Kenneth Hall	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 7/19/2013	DATE

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:

Approve as to form:

Marian Sheppard
Clerk of the Board

Bryan B. Chambers
Deputy Attorney Principal

Date

Date

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2012 WORKFORCE INVESTMENT ACT

1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10102
	3. AMENDMENT NUMBER 01

Section 3. Paragraph 1 (1st sentence) Term of Agreement is amended to read:

This Contract has been extended from July 1, 2012 to December 31, 2012 to July 1, 2012 to June 30, 2013.

Section 5. Manner of Financing – Compensation is amended to add:

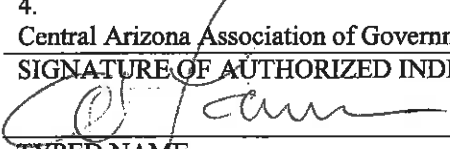
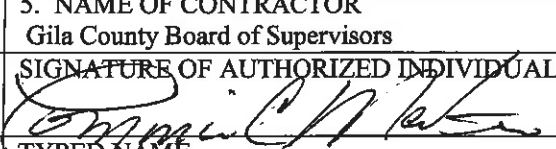
Additional Adult Program funds have been added to include: Program Year 2012 - \$347,351.

WIA Section 133 (b)(4) provides the authority for workforce investment areas, with the approval of the Governor, to transfer up to 30 percent of the Dislocated Workers Activities funds to the Adult Activities. The transfer of \$150,000 will be added to CAAG's Adult Program.

Total Additional Funds include: Fiscal Year 2012 - \$347,351
Fiscal Year 2012 (transfer) - \$150,000

Total number of Participants (including carryover) to be served are 198.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

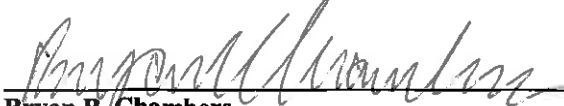
4. Central Arizona Association of Governments SIGNATURE OF AUTHORIZED INDIVIDUAL 	5. NAME OF CONTRACTOR Gila County Board of Supervisors SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Al Larson	TYPED NAME Tommie C. Martin
TITLE Interim Executive Director	TITLE Chairman of the Board of Supervisors
DATE 1/3/2013	DATE 1/22/13

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:


Marian Sheppard
Chief Deputy Clerk

Approve as to form:


Bryan B. Chambers
Chief Deputy County Attorney

**CONTRACT BETWEEN
GILA COUNTY AND
CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS**


Contract is between Gila County and Central Arizona Association of Governments (Contractor).

WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults in Gila and Pinal Counties in the amount of \$347,351 for the period July 1, 2012 – December 31, 2012 for Program Year 2012; and adult carryover funds not to exceed the total Fiscal Year 2012 allocation of \$578,705;

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

**FOR AND ON BEHALF OF
GILA COUNTY**


Tommie C. Martin
Chairman, Gila County Board
of Supervisors

7/17/12
Date

FOR AND ON BEHALF OF CONTRACTOR


Central Arizona Association of Governments

7/9/2012
Date

Contract #: Gila 10102

APPROVED AS TO FORM


Gila County Attorney

7 17 2012
Date

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2012 through December 31, 2012 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Gila County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Gila County upon demand. The Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Adults, throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$347,351 for Program Year 2012/Fiscal Year 2013 and shall not exceed the total allocation of \$578,705 for Fiscal Year 2012.

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to adults, as appropriate to meet the individuals needs, may include any of the following:

- a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
- b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
- c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. RESPONSIBILITIES

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Adult throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor

does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA IB funding.

10. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;

- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 - 1. General Administrative Requirements;
 - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
 - 29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 - 2. Assurances and Certifications:
 - SF 424 B – Assurances for Non-construction Programs
 - 29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
 - CFR part 93 – Certification Regarding Lobbying (and regulation)
 - 29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
 - 3. Special Clauses/Provisions:
 - Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
- j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- k. That it will meet the regulatory requirements to procure adult services by a competitive process as outlined in the WIA regulations and State Procurement Guidelines.
- l. That the LWIB will meet a minimum of four times per year, or once each quarter.
- m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Adult Program prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the

three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

- a. Federal Requirements (applicable if Federal funds are involved):

If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

- b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. **Additional County Requirements:**

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
-----------------------	-----------

Employers’ Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
 - d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

33. ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

34. COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act *18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

35. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

36. COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

37. DEBET COLLECTION & AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- a. The Contractor is responsible for all funds under its grant(s);
- b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

39. SCRUTINIZED BUSINESS

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

40. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

41. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

42. ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

43. CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

Regular BOS Meeting**Meeting Date:** 08/19/2013**Submitted For:** Michael O'Driscoll, Health & Emergency Services Division Director**Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Department**Department:** Health & Emergency Services Division**Division:** Fiscal Services

InformationRequest/Subject

Memorandum of Understanding between the Gila County Division of Health and Emergency Services, the Gila County Board of Supervisors, and Cenpatico Behavioral Health of Arizona, LLC.

Background Information

The Gila County Behavioral Health Response Plan describes the mechanism for a coordinated, efficient and effective response to the behavioral health needs of persons impacted by disaster. This plan was approved in 2011 by the National Association of County and City Health Officials (NACCHO) as part of the Project Public Health Ready (PPHR) preparedness and assessment tool.

On April 14, 2009, Gila County and Cenpatico Behavioral Health of Arizona, LLC. (Cenpatico) entered into a Memorandum of Understanding in order to partner together to coordinate a rapid response to public health emergencies within Gila County, including portions of three tribal nations, White Mountain, San Carlos and Tonto Apache. The term of that agreement ran from March 23, 2009, through June 30, 2010.

Cenpatico's responsibilities included; providing the County with a point of contact for behavioral health services, 24 hours a day, 7 days a week; facilitate emergency and risk communications with local providers, who will contact enrolled consumers in the affected area of the emergency; work with NurseWise to provide welfare checks through local law enforcement agencies; and provide referral to the County for community Critical Incident Stress Management services.

On April 03, 2012, Gila County renewed the MOU with Cenpatico to be renewed on an annual basis if agreed upon by both parties.

Evaluation

Cenpatico Behavioral Health Arizona, LLC is the Regional Behavioral Health Authority and is the primary agency for coordination of behavioral health services in Gila County.

Conclusion

This Memorandum of Understanding (MOU) identifies the Gila County Division of Health and Emergency Services and Cenpatico as the lead agencies to coordinate disaster behavioral response. This MOU is for a period of three years from the date of the last signature on the MOU.

Recommendation

The Director for the Gila County Division of Health & Emergency Services recommends approval of the Chairman's signature on the Memorandum of Understanding.

Suggested Motion

Approval of the Chairman's signature on the Memorandum of Understanding (MOU) between the Gila County Division of Health and Emergency Services, the Gila County Board of Supervisors and Cenpatico Behavioral Health of Arizona, LLC for a period of three years (from the date of the last signature on the MOU) to provide a coordinated response to the behavioral health needs of persons impacted by disaster.

AttachmentsMOU-2013-2016MOU-2012MOU-2009Legal Explanation

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
THE GILA COUNTY BOARD OF SUPERVISORS
AND CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC

This Memorandum of Understanding is entered into this _____ day of _____, 2013 between the Gila County Division of Health and Emergency Services hereinafter referred to as "The Division", the Gila County Board of Supervisors and Cenpatico Behavioral Health of Arizona, LLC, hereinafter referred to as "Cenpatico". The term of this Memorandum of Understanding shall commence upon award and shall remain in effect for a period of three (3) years.

Whereas, the potential for public health emergencies exists in Gila County, it may be necessary to provide public health services to large numbers of the general population in a short period of time,

Whereas, The Division is responsible for the coordination of a response to public health emergencies within Gila County, including portions of three tribal nations, White Mountain, San Carlos, and Tonto Apache,

Whereas that response may include the provision of behavioral health services,

Whereas, Cenpatico has expressed a willingness to take the lead in coordinating behavioral health services,

THEREFORE, The Division and Cenpatico agree to the following:

THE DIVISION:

1. Shall designate a staff person as the point of contact for Cenpatico for routine and emergency contacts,
2. Shall provide as much advanced notification to Cenpatico as possible to the location(s) and type(s) of service(s) needed in the event of a public health emergency.

CENPATICO:

1. Shall provide the Division with a point of contact for behavioral health services, available 24 hours a day, 7 days a week,
2. Shall facilitate emergency and risk communications with local providers, who will contact enrolled consumers in the affected area,
3. Shall, in the event, the provider is unable to contact consumers, will work with NurseWise to provide a welfare check through local law enforcement agencies,
4. Shall provide referral to the Division for Critical Incident Stress Management services.

CONTACTS:

THE DIVISION: Gila County Division of Health and Emergency Services
5515 S. Apache Ave. Suite 400
Globe, AZ 85501
928-402-8764
ATTN: Leana Asbeny, Public Health Emergency Preparedness
Manager
928-402-8805

ORGANIZATION: Cenpatico Behavioral Health of Arizona, LLC
1501 W. Fountainhead Parkway Suite 360
Tempe, AZ 85282
ATTN: Laurel Rettle, Administrator of Preventive and Critical
Care Coordination
866-495-6738 ext. 26118
NurseWise Crisis Line (24/7 number): 1-866-495-6735

Signed this _____ day of _____, 2013:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman of the Board

CENPATICO


Terry Stevens, Chief Executive Officer

GILA COUNTY DIVISION OF HEALTH AND
EMERGENCY SERVICES

Michael O'Driscoll, Director

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(04/03/12 #4F)



CAPTION HEADING:

Memorandum of Understanding
Between
Gila County Division of Health & Community Services
and
Cenpatico Behavioral Health of Arizona, LLC

DO NOT REMOVE

This is part of the official document

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES
THE GILA COUNTY BOARD OF SUPERVISORS
AND
CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC**

This Memorandum of Understanding is entered into this 6th day of March, 2012 between the Gila County Division of Health and Emergency Services hereinafter referred to as "The Division", the Gila County Board of Supervisors and Cenpatico Behavioral Health of Arizona, LLC, hereinafter referred to as "Cenpatico" and may be renewed on an annual basis if agreed upon by both parties.

Whereas, the potential for public health emergencies exists in Gila County, it may be necessary to provide public health services to large numbers of the general population in a short period of time,

Whereas, The Division is responsible for the coordination of a response to public health emergencies within Gila County, including portions of three tribal nations, White Mountain, San Carlos, and Tonto Apache,

Whereas that response may include the provision of behavioral health services,

Whereas, Cenpatico has expressed a willingness to take the lead in coordinating behavioral health services,

THEREFORE, The Division and Cenpatico agree to the following:

THE DIVISION:

1. Shall designate a staff person as the point of contact for Cenpatico for routine and emergency contacts,
2. Shall provide as much advanced notification to Cenpatico as possible to the location(s) and type(s) of service(s) needed in the event of a public health emergency.

CENPATICO:

1. Shall provide the Division with a point of contact for behavioral health services, available 24 hours a day, 7 days a week,
2. Shall facilitate emergency and risk communications with local providers, who will contact enrolled consumers in the affected area,
3. Shall, in the event, the provider is unable to contact consumers, will work with NurseWise to provide a welfare check through local law enforcement agencies,

5. Shall provide referral to the Division for Critical Incident Stress Management services.

CONTACTS:

THE DIVISION: Gila County Division of Health and Emergency Services
5515 S. Apache Ave. Suite 400
Globe, AZ 85501
928-402-8764
ATTN: Leana Asberry, Public Health Emergency Preparedness
Manager
928-402-8805


ORGANIZATION: Cenpatico Behavioral Health of Arizona, LLC
1501 W. Fountainhead Parkway Suite 360
Tempe, AZ 85282
ATTN: Laurel Rettle, Administrator of Preventive and Critical
Care Coordination
866-495-6738 ext. 26118
Nurse Wise Crisis Line (24/7 number): 1-866-495-6735

Signed this 20th day of March, 2012:

GILA COUNTY BOARD OF SUPERVISORS


Tommie C. Martin, Chairman

CENPATICO


Terry Stevens, Chief Executive Officer

DATE: 3-5-12

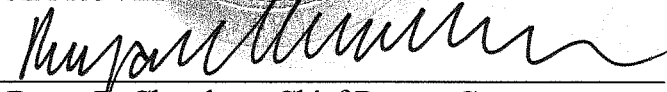
GILA COUNTY DIVISION OF HEALTH AND
EMERGENCY SERVICES

 3/27/12
Michael O'Driscoll, Director

ATTEST:


Marian Sheppard, Chief Deputy Clerk of the
Board

APPROVED AS FORM:


Bryan B. Chambers, Chief Deputy County
Attorney
for Daisy Flores, County Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between Gila County Division of Health and Community Services (Division) and Cenpatico Behavioral Health of Arizona (Cenpatico).

Whereas the potential for naturally occurring terrorist initiated health emergencies exist in Arizona, and other states, it may be necessary to provide public health services to large numbers of the general population in a short period of time, and;

Whereas the Division is responsible for the coordination of a response to public health emergencies within Gila County, including portions of three tribal nations, White Mountain, San Carlos, and Tonto Apache,

Whereas that response may include the provision of behavioral health services, and,

Whereas Cenpatico has expressed a willingness to take the lead in coordinating behavioral health services,

The Division and Cenpatico agree to the following:

This Memorandum of Understanding is effective March 23, 2009 through June 30, 2010, and may be renewed on an annual basis if agreed upon by both parties, therefore,

The Division agrees to:

1. Designate a staff person as the point of contact for Cenpatico for routine and emergency contacts
2. Provide as much advanced notification to Cenpatico as possible to the location(s) and type(s) of service(s) needed in the event of a public health emergency.

Cenpatico agrees to:

1. Provide the Division with a point of contact for behavioral health services, available 24 hours a day, 7 days a week.
2. Facilitate emergency and risk communications with local providers, who will contact enrolled consumers in the affected area.
3. In the event that the provider is unable to contact consumers, they will work with NurseWise to provide a welfare check through local law enforcement agencies.
4. Cenpatico will provide hourly updates to Division regarding the percentage of contacts made.
5. Provide referral to Division for community Critical Incident Stress Management services.

CONTACT INFORMATION

Gila County Division of Health and Community Services
5515 South Apache Avenue, Suite 100
Globe, AZ. 85501
ATTN: Matthew Bolinger, Public Health Emergency Preparedness Manager
928-402-8767- or mobile 928-701-7000

Cenpatco Behavioral Health of Arizona
1501 W. Fountainhead Parkway Suite 295
Tempe, AZ 85282
ATTN: Laurel Rettle, Manager of Community and Emergency Services
1-866-495-6738 extension 26118

NurseWise Crisis Line (24/7 number): 1-866-495-6735

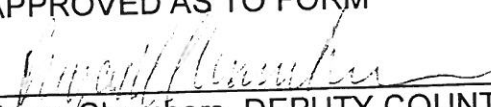
CANCELLATION

Either party may terminate this Memorandum of Understanding without cause 30 days written notice to the other party. This agreement is subject to the cancellation provision of A.R.S. 38-511.


This Memorandum of Understanding signed this 14th day of April 2009.

ATTEST:

APPROVED AS TO FORM


Bryan Chambers, DEPUTY COUNTY ATTORNEY

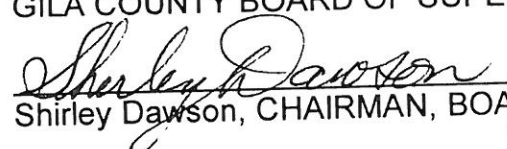
APPROVED AS TO CONTENT:


Terry Stevens, CHIEF EXECUTIVE OFFICER


David J.H. Fletcher, GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES

Signed this 14th day of April 2009

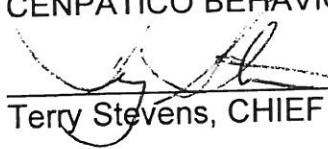
GILA COUNTY BOARD OF SUPERVISORS


Shirley Dawson, CHAIRMAN, BOARD OF SUPERVISORS

GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES


David J.H. Fletcher, DIRECTOR, GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES

CENPATICO BEHAVIORAL HEALTH OF ARIZONA, LLC


Terry Stevens, CHIEF EXECUTIVE OFFICER



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-2013

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Roads

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 12-20-12 to 12-20-13 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Contract No. 091511-1 for Pavement Marking with Traffic Safety Inc.

Background Information

Effective December 20, 2011, Gila County and Traffic Safety Inc. entered into a contract whereby Traffic Safety Inc. agreed to provide pavement marking to various locations in Gila County.

Per Section 3.2 of Contract No. 091511-1, the County shall have the right, at its sole option, to renew the contract for pavement marking, for two additional one-year periods. On December 19, 2012, Amendment No. 1 was executed to extend the contract term for one additional year, from December 20, 2012, to December 19, 2013. Amendment No. 1 also established a monetary cap of \$25,000 for the contract year from December 20, 2012, to December 19, 2013.

Evaluation

On October 24, 2011, Gila County entered into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) whereby ADOT would provide Thermoplastic pavement marking upgrades to various roads within Gila County. The interest of the State in this project is the acquisition and distribution of federal funds for the use and benefit of the County, and to authorize such federal funds for the project pursuant to federal law and regulation. The IGA designates the State shall be the agent for the County.

Item II. d Scope of Work of the IGA, states; upon approval by the FHWA, and receipt of the County's funds, proceed to advertise for, receive and open bids. The State will enter into a contract(s) with firm(s) to whom the award is made for the construction of the Project; administer contract(s) for the Project and make all payments to the contractors(s). Recital 3 of the IGA, identifies that the State shall advertise, bid and award the Project. Gila County paid ADOT \$11,400 in November 2011, per the terms of the IGA.

ADOT has bid their contract twice and rejected all bids both times. Gila County has been waiting for ADOT to stripe some of our roads, but ADOT is soliciting bids for a third time. Some of the roads that Gila County has been waiting for ADOT to stripe cannot wait for ADOT to award a contract.

Amendment No. 2 will increase the contract amount for Contract No. 091511-1 with Traffic Safety Inc. by \$35,000 to cover the possible costs of road striping that cannot wait until ADOT awards a contract. The contract amount will increase by \$35,000, from \$25,000 for a new total contract amount of \$60,000.

Conclusion

By increasing the contract amount of Contract No. 091511-1, with Traffic Safety Inc., by an additional \$35,000, it will allow for the possibility of costs that Gila County will incur to re-stripe some County roads that may not be able to wait on re-striping until ADOT has awarded a contract on their end.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 091511-1 with Traffic Safety Inc. for pavement marking, to increase the contract amount by an additional \$35,000 for a new total contract amount of \$60,000.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 091511-1 between Gila County and Traffic Safety Inc. to increase the contract amount by \$35,000, for a new total contract amount of \$60,000, for the term of the contract, from December 20, 2012, to December 19, 2013.

Attachments

Amendment No. 2 to Contract 091511-1 with Traffic Safety Inc.

Amendment No. 1 to Contract 091511-1 with Traffic Safety Inc.

Contract No. 091511-1

ADOT IGA for Thermoplastic striping



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 091511-1 PAVEMENT MARKING

TRAFFIC SAFETY INC.

Effective December 20, 2011, Gila County and Traffic Safety Inc. entered into a contract whereby Traffic Safety Inc. agreed to provide Pavement Marking to various locations in Gila County.

Amendment No. 1, executed on December 19, 2012, extended the term of the contract for one (1) year from December 20, 2012, to December 19, 2013 and placed a cap on the contract amount of Twenty-Five Thousand dollars and no/100's (\$25,000), not to be exceeded without prior written agreement of the County.

On October 24, 2011, Gila County entered into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for ADOT to provide pavement marking upgrades to various roads within Gila County. Recital 3 of the IGA, identifies that the State shall advertise, bid and award the Project.

Per Public Works, the ADOT program has been delayed once more. ADOT has bid their contract twice and rejected all bids both times. Gila County has been waiting for them to stripe some of our roads, but they are bidding a third time and some of the roads can not wait for ADOT to award a contract. Per a request from the Public Works Department, Amendment No. 2 shall increase the existing contract with Traffic Safety by Thirty-five Thousand Dollars and no/100's (\$35,000) to cover the possible costs of road striping that can not wait until ADOT awards a contract.

Amendment No. 2 will increase the contract amount by \$35,000, for up to Sixty Thousand Dollars and no/100's (\$60,000), in the event it is needed, for the December 20, 2012 to December 19, 2013 contract.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original contract, but in no event shall charges for the December 20, 2012 to December 19, 2013 extension exceed \$60,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY

BOARD OF SUPERVISORS

Michael A. Pastor, Chairman Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

CONTRACTOR

TRAFFIC SAFETY INC.


Authorized Signature

Jennifer S. Bergamini
Print Name

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 091511-1 PAVEMENT MARKING

TRAFFIC SAFETY INC.

Effective December 20, 2011, Gila County and Traffic Safety Inc. entered into a contract whereby Traffic Safety Inc. agreed to provide Pavement Marking to various locations in Gila County. Per Section 3.2 of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The contract expires December 19, 2012. Per page 9, Section 3.2 - Contract Extension, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from December 20, 2012, to December 19, 2013.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original contract, but in no event shall charges for the December 20, 2012 to December 19, 2013 extension exceed \$25,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 19th day of DECEMBER, 2012.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

CONTRACTOR

TRAFFIC SAFETY INC.



Authorized Signature

Jennifer S. Bergamini

Print Name

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney

GILA COUNTY
NOTICE OF INVITATION FOR BID



SOLICITATION NUMBER
091511-1
PAVEMENT MARKING

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters	14
Contract Forms:	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

**SOLICITATION NUMBER
091511-1**

BID DUE DATE: November 16, 2011

TIME: 11:00 AM MST

DESCRIPTION: Pavement Marking

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Board Conference Room #257
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.


Advertisement Dates: October 26 and November 2, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 Months
Phone Number: 928-402-8612

Signed: 
Tommie C. Martin, Chairman, Board of Supervisors

Date: 10/18/2011

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 10/18/2011

SOLICITATION NO. 091511-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase and application of yellow and white pavement marking to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Product Specifications

- a) County will pre-sweep the areas to be striped prior to the application of the paint. Pavement markings shall be applied when the pavement surface is clean and dry.
- b) Striping machine shall be truck-mounted with appropriate amber warning beacons.
- c) Once a mobilization for striping work is started, it shall be completed at that time. Contractor will provide his own yard for parking, maintenance and storage of all equipment.
- d) Contractor will provide barricading, traffic control and signing appropriate to advise drivers to stay-off wet paint. Claims of paint damage to vehicles will be referred to the Contractor.
- e) Paint shall be applied at the rate of 250 to 300 feet per gallon.
- f) Yellow stripe shall be 4" in width with beads. Where skip dash is applied, the dash will be 10' long with a 30' skip.
- g) All centerline striping will be 4" wide painted double yellow stripe with beads.
- h) All shoulder striping will be 4" wide painted single white stripe with beads.
- i) Glass beads shall be mechanically applied onto the wet paint at the rate of 6-8 lbs. per gallon of paint. (Hand spreading will not be allowed.)
- j) No glass beads will be allowed in the pavement marking paint prior to the paint application.
- k) Paint used will be water-based paint for road striping.
- l) All work and materials shall conform in its entirety to Section 708 (and current revisions) of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, 2000 edition.
- m) Work area to be cleaned immediately following completion of the work at each location to the satisfaction of the County Road Manager

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

SOLICITATION NO. 091511-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offerors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 091511-1**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

SOLICITATION NO. 091511-1**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

SOLICITATION NO. 091511-1

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

SOLICITATION NO. 091511-1**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

SOLICITATION NO. 091511-1**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 091511-1**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices for each product will be the Contractor's invoiced cost per unit plus reasonable profit, including delivery charge to the designated sites listed in these specifications.

Prices quoted shall remain in effect for the first twelve (12) months of the contract unless specifically stated in individual contracts. The exception will be any price reduction which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction. Should the Contractor's costs be increased by suppliers beyond a reasonable amount during the life of the awarded contract, the Board of Supervisors may accept or reject price increases and continue or discontinue the contract for the remaining period originally awarded the Contractor.

Pricing for any extensions of the contract beyond the twelve (12) months will be the Contractor's invoiced cost per unit plus reasonable profit and delivery costs. Profit and delivery costs for the extension(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisors' approval prior to any such extension. The Gila County Board of Supervisors reserves the right to audit the Contractor's financial records to determine the need for all proposed price increases.

The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

11. Delivery

The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SOLICITATION NO. 091511-1**12. Warranty**

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Steve Sanders, (928)402-8530.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

17. Insurance Requirements

The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

SOLICITATION NO. 091511-1

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

SOLICITATION NO. 091511-1

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SOLICITATION NO. 091511-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 091511-1

Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and One (1) copy (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

SOLICITATION NO. 091511-1

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

SOLICITATION NO. 091511-1**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "PAVEMENT MARKING", BID NO, "091511-1", DATE "NOVEMBER 16, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 091511-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 13-034136 P

Federal Employer Identification

No.: 860 816 403

For clarification of this offer, contact:

Russel Hardy

Printed Name

russel@cablone.net

Email Address

tsioffice@yahoo.com

Company Email Address

Traffic Safety Inc.

Offeror's (Company) Name

8901 E Laredo Dr.

Address

Prescott Valley AZ 86314

City

State

Zip

928-775-0813

Phone

928-772-8570

Facsimile

Signature of Person Authorized to Sign Offer

Russel Hardy 11/16/2011

Printed Name

Date

President

Title

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 091511-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Date: 12/20/11

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marilyn Drewes, Deputy Clerk
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

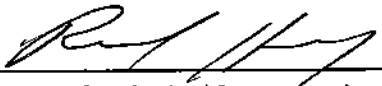
PAVEMENT MARKING

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Traffic Safety Inc
8901 E Laredo Dr
Prescott Valley, AZ 86314

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona: 1.05
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: 114646 AE


Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1**Pavement Marking for Various Locations Throughout Gila County**

ESTIMATED TOTAL LINEAR FEET: **YELLOW** **WHITE**
 273,000 **153,000**

Description	Unit	Unit Price
4" White Paint	linear feet	\$ <u>0.068</u>
4" Yellow Paint	linear feet	\$ <u>0.068</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: Arizona & City of: Prescott Valley
 Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

Traffic Safety Inc
 Company Name

Russel Hardy
 Company Representative
 Russel Hardy

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 5 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** Yavapai County
Contact: Joe Valdez
Phone: 928-899-0844
Address: 1015 Fair Street Prescott AZ 86305

2. **Company:** Town of Prescott Valley
Contact: Ken Stanton
Phone: 928-759-3089
Address: 7501 E. Civic Circle Prescott Valley AZ 86319

3. **Company:** Gila County
Contact: Steve Sanders
Phone: 928-402-8530
Address: 1400 E Ash Street Globe, AZ 85501

Traffic Safety Inc
Company Name

RH
Signature of Authorized Representative Russel Hardy

President
Title

ATTACHMENT "E"

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Traffic Safety Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

8901 E Laredo Dr

Requester's name and address (optional)

City, state, and ZIP code

Prescott Valley, AZ, 86314

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

860 816 403

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Russel Hardy

Date ▶

11/16/2011

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA

COUNTY OF: Yavapai

) ss

Russel Hardy

(Affiant)

the

President

(Title)

of

Traffic Safety Inc.

(Contractor)

and

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

Russel HardyPresident

(Title)

Subscribed and sworn before me this

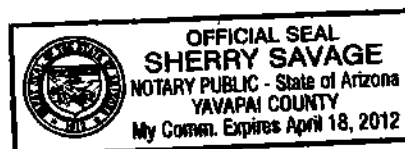
11th Day of November, 2011

Signature of Notary Public in and for

the County of

Yavapai

State of

Arizona

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

At the time of submission of bids for Invitation for Bid No. 091511-1 Pavement Marking, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐

It is my intention to subcontract a portion of the work.

☒

It is not my intention to subcontract a portion of the work.

Traffic Safety Inc.

Name of Firm

Russel Hardy

By: (Signature)

President

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative



Printed Name



Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:**REQUIRED DOCUMENT****COMPLETED / EXECUTED**

Offer & Contract Award (attachment A)
Qualification & Certification Form (attachment B)
Price Sheet (attachment C)
References (attachment D)
IRS W-9 Form (attachment E)
Non-Collusion Affidavit (attachment F)
Intentions Concerning Subcontractors (attachment G)
Legal Arizona Works Act Compliance (attachment H)

✓/✓
✓/✓
✓/✓
✓/✓
✓/✓
✓/✓
✓/✓
✓/✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 16th day of November, 2011

Traffic Safety Inc.
CONTRACTOR:

RH
BY: Russel Hardy

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 091511-1 Pavement Marking. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 16, 2011, 11:00 PM MST.

ADOT File No.: IGA/JPA 11-1021
AG Contract No.: P001 2011 002869
Project: Thermoplastic Striping
Section: Various Locations
Federal Project No.: GGI-0(210)A
ADOT Project No.: SS981 01C
TIP/STIP No.: CAAG TIP 03-23-11
Budget Source Item No.: LOCAL

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date October 24, 2011, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include pavement marking upgrades to Wheatfields Road (approx. 4.1 miles), Main Street/Golden Hill Street (combined approx 1.6 miles) Russell Road (approx 1.7 miles), Ragus Road/Railroad Avenue (approx 1.4 miles), San Carlos Drive (approx 1.4 miles), Gisela Road (approx 5.8 miles), Fossil Creek Road (approx 2.4 miles), Control Road (East end, approx. 2.2 miles) and Colcord Road (approx. 2 miles). The upgrades include, but are not limited to, re-striping the roadways to eleven (11) foot wide lanes with six (6) inch wide edge lines and four (4) inch wide yellow center lines, the addition of two-way yellow retroreflective raised pavement markers and center line position guides (if funding permits). The State shall advertise, bid and award the Project.
 4. Such Project lies within the boundary of the County and has been selected by the County; the survey of the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
 5. The interest of the State in this project is the acquisition and distribution of federal funds for the use and benefit of the County and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

6. The Federal funds will be used for the construction of the project, including the construction engineering and administration cost (CE).

The current Project costs are estimated as follows:

ADOT Project No. SS981 01C

Federal Funds @ 94.3%	\$ 200,000.00
County Funds @ 5.7%	<u>\$ 11,400.00</u>

*TOTAL Project Costs	\$ 211,400.00
-----------------------------	----------------------

*(Includes CE and project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the **County** is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **County** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the County for the State's design review fee, currently estimated at **\$10,000.00**. After bid opening and prior to award, invoice the County for the County's share of the Project, currently estimated at **\$11,400.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

b. Upon receipt of the design review fee, on behalf of the County, review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, providing comments to the County as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

c. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

d. Upon approval by the FHWA, and receipt of the County's funds, proceed to advertise for, receive and open bids. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contracts(s) for the Project and make all payments to the contractor(s).

e. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County.

b. Within thirty (30) days of receipt of an invoice from the State, and prior to the performance or authorization of any work, remit to the State \$10,000.00. After bid opening and prior to award, remit to the State, the County's share of the Project costs, currently estimated at **\$11,400.00**.

c. Provide to the State design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate State design review comments as appropriate.

d. Be responsible for all costs in excess of the maximum amount of federal funds and for any costs ineligible for federal funds. Such costs shall be paid by the County within thirty (30) days of receipt of invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

g. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

h. Be responsible for any and all costs attributable to any engineering change orders requested by the County not covered by federal funds. The County will also be responsible for contractor claims for additional compensation caused by Project delays attributable to the County.

i. Provide for cost and proper maintenance of the Project, including all of the Project components.

j. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

k. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Local Government Section.

l. Upon completion of the Project, agree to accept, maintain and assume full responsibility of said Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, except any provisions for maintenance/electrical power and/or landscaping maintenance shall be perpetual by the County. Further, this Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of the Project under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to furnish and provide the difference between actual costs and the federal funds received.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The County and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. **Non-Availability of Funds:** Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Attn: Steve Sanders
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231
(928) 425-8104 Fax

For County Financial Matters:
Joseph Heatherly, Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).


15. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

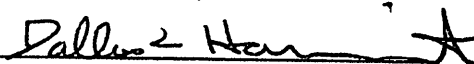
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

By 
TOMMIE C. MARTIN
Chairman of the Board

STATE OF ARIZONA

Department of Transportation

By 
DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:


By 
MARIAN SHEPPARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 3rd day of October, 2011.


BRYAN CHAMBERS
Chief Deputy County Attorney

When recorded:
return to:
Marian Sheppard, BOS
(10/3/11 #2D)



RESOLUTION NO. 11-10-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING ITS CHAIRMAN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. JPA 11-1021, FOR PAVEMENT MARKING UPGRADES ON WHEATFIELDS ROAD, MAIN STREET/GOLDEN HILL, RUSSELL ROAD, RAGUS ROAD/RAILROAD AVENUE, SAN CARLOS DRIVE, GISELA ROAD, FOSSIL CREEK ROAD, CONTROL ROAD, AND COLCORD ROAD, AND AUTHORIZES GILA COUNTY DESIGNATED STAFF TO CARRY OUT ALL PROVISIONS OF THE AGREEMENT.

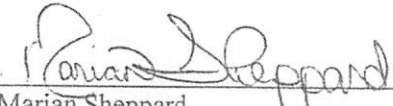
WHEREAS, the State is empowered by Arizona Revised Statutes §28-401 to enter into the above described Intergovernmental Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State; and

WHEREAS, Gila County Board of Supervisors is empowered by Arizona Revised Statutes §11-251 to enter into this Agreement and has authorized its Chairman to execute this Agreement on behalf of the County.

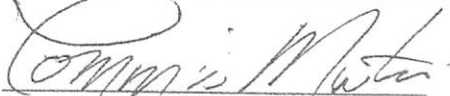
NOW, THEREFORE, BE IT HEREBY RESOLVED that we, the Gila County Board of Supervisors, do hereby authorize the Chairman of the Board of Supervisors to execute the Intergovernmental Agreement, State of Arizona, Department of Transportation for Arizona Department of Transportation File No. JPA 11-047-I for pavement marking upgrades to Wheatfields Road, Main Street/Golden Hill, Russell Road, Ragus Road/Railroad Avenue, San Carlos Drive, Gisela Road, Fossil Creek Road, Control Road, and Colcord Road in Gila County, and authorizes Gila County designated staff to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 4th day of October 2011, at Globe, Gila County, Arizona


Attest:


Marian Sheppard
Chief Deputy Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS


Tommie C. Martin Chairman

Approved as to form:


Bryan Chambers
Chief Deputy County Attorney



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

JAMES R. REDPATH
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8837
E-MAIL: JIM.REDPATH@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012011002869 (**IGA/JPA 11-102-I**), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 24, 2011

TOM HORNE
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ln:#2374413
Attachment

ARF-2006

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Eric Mariscal, **Submitted By:** Liz Mata, Administrative Clerk, Elections
Elections Department
Director

Department: Elections Department

Information

Request/Subject

Tonto Village Domestic Water Improvement District Governing Board resignation and appointment.

Background Information

ARS 48-1012 (C) If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office.

Evaluation

Tonto Village Domestic Water Improvement District board member Linda Stailey tendered her resignation effective June 25, 2013. The Tonto Village Domestic Water Improvement District appointed William Snyder to replace Linda Stailey.

Conclusion

Mr. William Snyder has agreed to complete Ms. Stailey's term of office which expires December 31, 2016.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Linda Stailey and the appointment of William Snyder as the new governing board member of the Tonto Village Domestic Water Improvement District.

Suggested Motion

Acknowledgment of the resignation of Ms. Linda Stailey from the Tonto Village Domestic Water Improvement District governing board and the appointment of William Snyder to complete Ms. Stailey's term which expires December 31, 2016.

Attachments

ARS 48 1012C,TVDWID,resg ltr, mtg min, Oath

ARS 48-1012 (C) If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office.

April 1, 2013

Tonto Village Domestic Water Improvement Dist Board

Payson, Az 85541

To Whom it may concern:

Please be advised that I am resigning from the TVDWID Board as of this date
April 1, 2013. I am moving and will no longer be living in this district.

A handwritten signature in cursive script, reading "Linda J. Stailey". The signature is written in dark ink and is positioned above the printed name.

Linda J. Stailey

478 W. Johnson Blvd

Payson, Az 85541

**MINUTES OF THE TONTO VILLAGE DOMESTIC WATER IMPROVEMENT
DISTRICT FOR June 25, 2013**

President Jerry Lewinson called the meeting to order @ 5:35 pm

Roll Call: Jerry Lewinson, Nick Fitch, Kara Shaw, Bill Snyder and Roxanne Martin via telephone (quorum in attendance)

Minutes: Not available or read from the last meeting

Old Business:

Reviewed budget; called for vote by Jerry Lewinson, seconded by Nick Fitch, budget passed as written.

New Business:

Linda Stailey's resignation letter reviewed, called for acceptance by Jerry Lewinson, seconded by Nick Fitch; resignation letter accepted as written.

Bill Snyder submitted a Loyalty Oath of Office as a new board member; reviewed Loyalty Oath of Office; called for acceptance by Jerry Lewinson; seconded by Nick Fitch; Bill Snyder accepted as a new board member

Call to Public:

Bill Snyder addressed his concern of water lines running thru his property. He will contact the water company directly.

Future Agendas: None at this time

Moved to close meeting made by Nick Fitch, seconded by Jerry Lewinson; meeting closed

Respectfully submitted:

Kara Shaw

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)

: ss.

COUNTY OF GILA)

I, hereby do solemnly swear that I, William P. Snyder,
will support the Constitution of the United States and the Constitution and Laws
of the State of Arizona; that I will bear true faith and allegiance to the same and
defend them against all enemies whatsoever, foreign and domestic, and that I will
faithfully and impartially discharge the duties of Governing Board Member, for
the Tonto Village Domestic Water / m. District, so help me God.

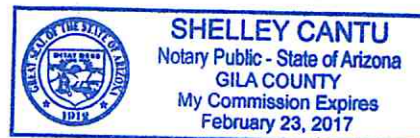
William P. Snyder
Signature

Subscribed and sworn to before me this 25 day of JUNE, 2013

Shelley Cantu
Notary Public

My Commission Expires:

2-23-2017



ARF-2031

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting

Date: 08/19/2013

Submitted By: Marian Sheppard, Clerk,
BOS, Clerk of the Board of
Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Public Safety Personnel Retirement System Local Board Membership Changes

Background Information

Per A.R.S. §38-841, the Public Safety Personnel Retirement System (System) was created effective July 1, 1968, as an amendment to and continuation of three prior systems. A.R.S. §38-847(A) states, "The administration of the system and responsibility for making the provisions of the system effective for each employer are vested in a local board." On March 1, 1985, a Local Board of the Public Safety Personnel Retirement System was created in Gila County for those peace officers of the Sheriff's Office. Peace Officers can be deputies or detectives.

The Local Board is comprised of 5 members: 1 - Chairman of the Board of Supervisors (BOS) or another member as approved by the BOS Chairman and with the overall approval of the BOS members; 2-members who are elected by secret ballot by members employed by the County; and 2-citizens, one of whom shall be the head of the merit system, which in Gila County is the Personnel Commission, who is appointed by the BOS Chairman and with the overall approval of the BOS members.

Evaluation

There is currently a vacancy on the Public Safety Personnel Retirement System (PSPRS) Local Board. This member would be represented as a "Citizen" and per statute this member is appointed by the Board of Supervisors. Supervisor John Marcanti is recommending that the Board of Supervisors appoint Kevin Corso to serve a term of 4 years as required by statute. Mr. Corso is willing to serve on this board.

Conclusion

Per statute, the Board of Supervisors is responsible for appointing two "Citizen" members to the PSPRS Local Board. Currently there is one vacancy.

Recommendation

It is recommended that the Board of Supervisors appoint Kevin Corso to the PSPRS Local Board to be represented as a "Citizen" on said board for a term of four years from the date of appointment.

Suggested Motion

Approval to appoint Kevin Corso to the Local Board of the Public Safety Personnel Retirement System (PSPRS) to be represented as a "Citizen" on said board for a term of four (4) years, for the period of August 19, 2013, to August 18, 2017.

Attachments

PSPRS Local Board Proposed Membership List

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD OF DIRECTORS
(Proposed to BOS on 8/19/13 and if approved the list will be as follows)

NAME OF MEMBER (Also include supervisorial district if a member is representing a certain one.)	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment</u> : Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment</u> : Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
John Marcanti-represented as the BOS CHAIRMAN with the overall approval of the BOS	B	A (01/22/13)	-	01/22/13-12/31/13	4 year term, but this appointment is reviewed each year by the BOS
Ophelia James-CITIZEN appointed by BOS-must be the head of the Personnel Commission	B	A (02/21/12)	-	01/01/12-12/31/15	4 years
Kevin Corso-CITIZEN Appointed by BOS	B	A (08/19/13)	-	08/19/13-08/18/17	4 years
Michael Johnson-MEMBER elected by Plan members	C	A (02/21/12)	-	01/01/12-12/13/15	4 years
Karl Schubert-MEMBER elected by Plan members	C	A (05/07/13)	-	02/15/13-02/14/17	4 years

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors. (Per A.R.S. §38-847(A)(1), 3 members appointed by BOS and 2 members appointed by secret ballot by Local Board members.)
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

ARF-2041

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Arizona Equine Rescue Org. Special Event Liquor License Application for 8/30/2013, 8/31/2013 and 9/1/2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, Arizona Equine Rescue Org. will have used 3 days of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow Arizona Equine Rescue Org. to serve liquor at a Music-fest Fundraiser on August 30, 2013, August 31, 2013 and September 1, 2013.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Arizona Equine Rescue Organization to serve liquor at special events to be held on August 30, 2013, August 31, 2013, and September 1, 2013.

Attachments

Arizona Equine Rescue Org. Application for Special Event

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

1. Name of Organization: ARIZONA EQUINE RESCUE ORG, INC
2. Non-Profit/I.R.S. Tax Exempt Number: 86-1029061
3. The organization is a: (check one box only)
- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
Musicfest Fundraiser
5. Location of the event: FS 54A, Cherry Creek Rd., Young, AZ 85554
Address of physical location (Not P.O. Box) City County Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**
6. Applicant: DOLCE SOLEIL KATHLEEN 7/2/70
Last First Middle Date of Birth
7. Applicant's Mailing Address: 43822 N 18th St New River AZ 85087
Street City State Zip
8. Phone Numbers: (928) 462-4027 * (602) 538 0416 * (602) 465-1519
Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>8-30-13</u>	<u>Friday</u>	<u>5:00pm</u>	<u>12:00 AM</u>
Day 2:	<u>8-31-13</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>1:00 AM</u>
Day 3:	<u>9-1-13</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>2:00 pm</u>
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?

☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 0 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.

THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Arizona Equine Rescue Org. 25%
Percentage

Address 34522 N SCOTTSDALE RD STE D7-168 SCOTTSDALE 85266

Name Cherry Creek Lodge 75%
Percentage

Address P.O. Box 552, Young, Az 85554 (FS 54A, Young, Az)
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

3 # Police ☒ Fencing
15 # Security personnel ☒ Barriers

Event held in a fenced pasture w/ security at each gate & roaming security through out. Patrons will be ID'ed & armbanded accordingly.

16. Is there an existing liquor license at the location where the special event is being held?

☐ YES ☒ NO

If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?

☐ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

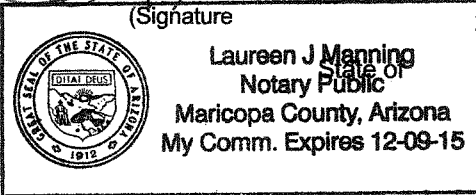
Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, SOLEIL KATHLEEN DOLCE declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X SOLEIL DOLCE VICE PRESIDENT 7/31/13 (602) 538 0416
(Signature) (Title/Position) (Date) (Phone #)



Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

30 July 2013
Day Month Year

My Commission expires on: 12-09-15
(Date)

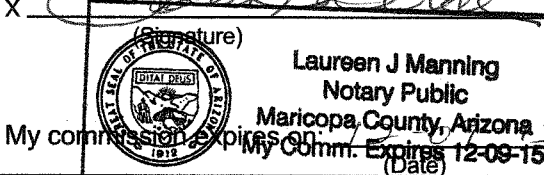
Laureen J Manning
(Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, SOLEIL KATHLEEN DOLCE declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X SOLEIL DOLCE State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this

30 July 2013
Day Month Year



Laureen J Manning
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

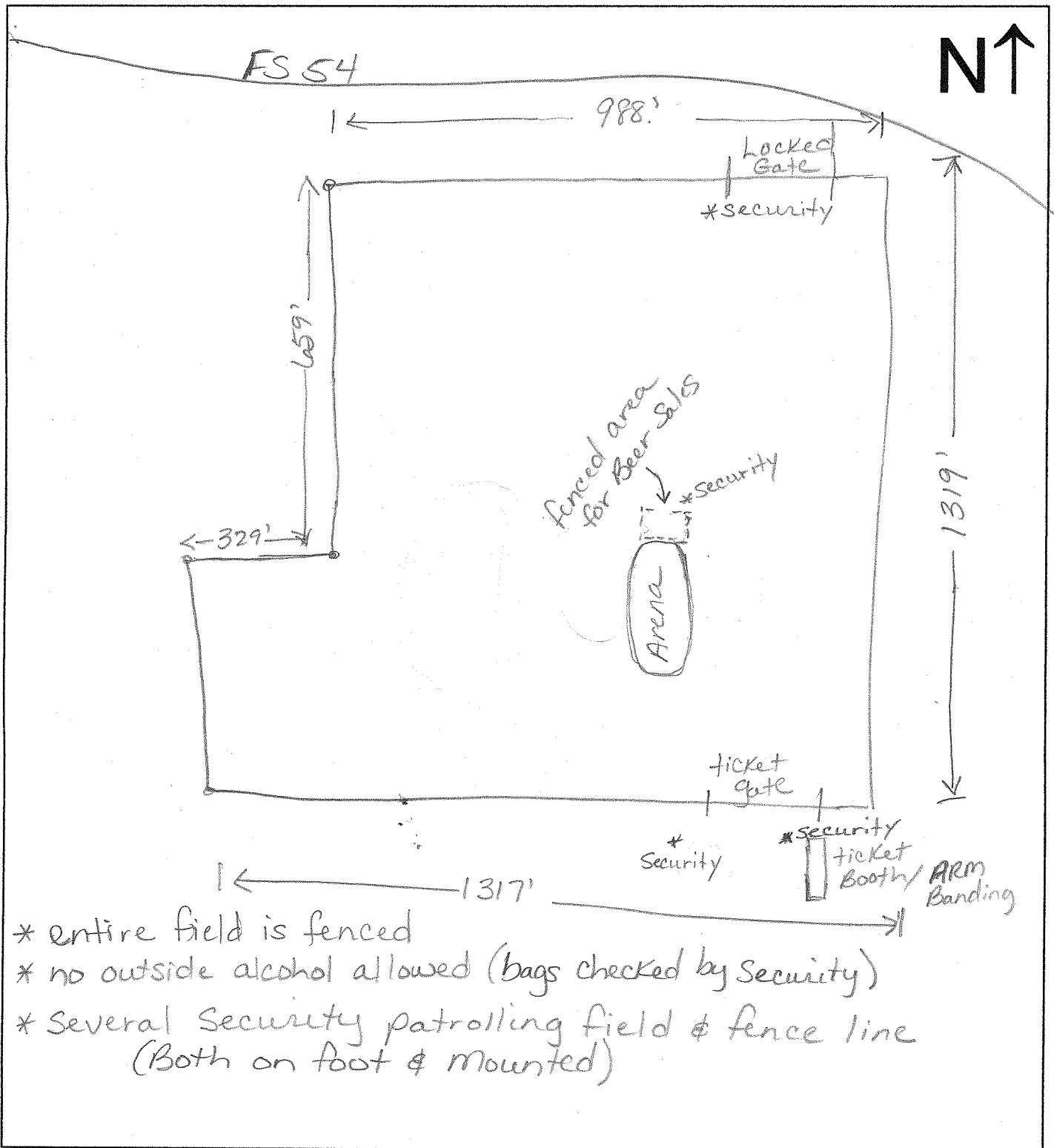
☐ DISAPPROVED

BY:

(Title) (Date)

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
 NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



ARF-2042

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Rimside Grill/THAT Brewery Application for a Temporary Extension of Patio/Premises Permit

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (Department). The local governing body usually has established internal procedures for review and approval of the application. The Department has final approval of all recommendations submitted by the local governing body.

Tamara Morken of Rimside Grill/THAT Brewery submitted an application to temporarily extend the premises/patio of the Rimside Grill/THAT Brewery for the following events: September 13-15, 2013 - Fire on the Rim Mountain Bike Race; September 27-29, 2013 - Oktoberfest; October 26, 2013 - Trunk or Treat and November 30, 2013 - Thanksgiving Event.

Evaluation

The application has been reviewed by the Clerk of the Board, and staff of the Community Development Division have viewed the proposed extended area for liquor to be served on the requested dates.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the Department for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the Department.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Tamara Morken of Rimside Grill/THAT Brewery to temporarily extend the Rimside Grill/THAT Brewery patio area in order to serve liquor in that area on September 13-15, 2013; September 27-29, 2013; October 26, 2013; and November 30, 2013 during special charity events.

Attachments

Rimside Grill-THAT Brewery Application for Extension of Premises-Patio
Interoffice Memo-Community Development

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Date payment received _____

CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service. A non-refundable \$50 fee will apply. Specific purpose for change: _____

☒ Temporary change for date(s) of: 9/13 - 9/15, 9/27 - 9/29, 10/26, 11/30 through _____ List specific purpose for change: (3 charity events & Thanksgiving event)

- Licensee's Name: Morken Tamara Morken Lynne
- Mailing Address: PO Box 90 Pine Az 85544
- Business Name: Rimside Grill / THAT Brewery 11043006
- Business Address: 3270 N. Hwy 87 Pine Gila Az 85544
- Business Phone: (928) 476-3349 Residence Phone: (602) 909 4790
- Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO Fax #: ()
- Have you received approved Liquor Law Training? ☐ NO ☒ YES If so, when does your Certificate expire? Oct / / 2014
- What security precautions will be taken to prevent liquor violations in the extended area? _____
- Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
- IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: / /

***After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

(Authorized Signature)

(Title)

(Agency)

I, Tamara Lynne Morken, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X Tamara Morken State of Arizona County of Gila
(Signature of owner or Agent) SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
Brent W. Whetstone
Notary Public - Arizona
My commission expires Aug 28, 2015
(Signature of NOTARY PUBLIC)

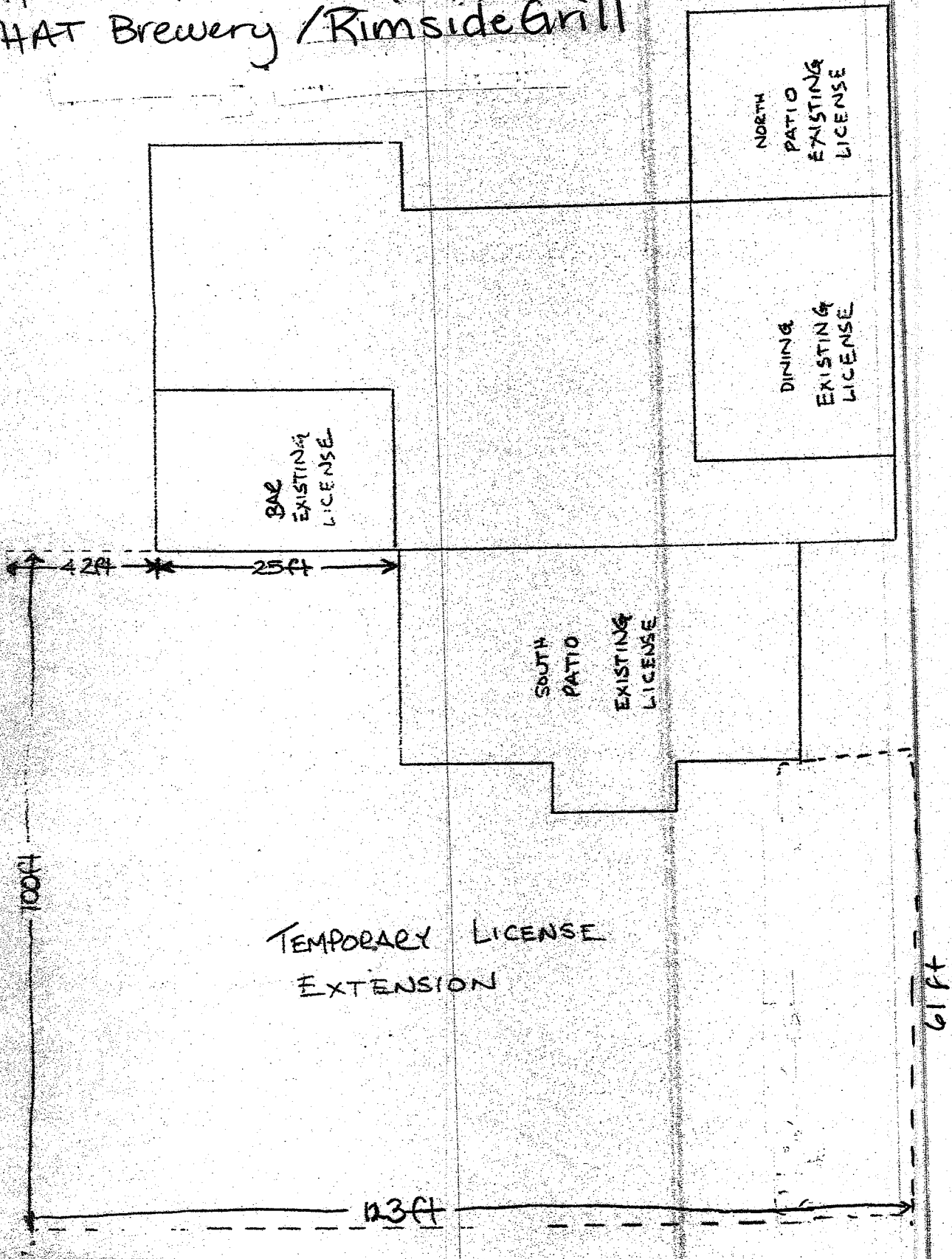
Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: / /

Director Signature required for Disapprovals _____ Date: / /

12/26/2012 *Disabled individuals requiring special accommodation, please call the Department (602) 542-9027.

Lic# 11043006

Application for extension of patio permit
THAT Brewery / Rimside Grill



August 1, 2013

Gila County
Attention: Marion Sheppard

Subject: Liquor license temporary extensions for THAT Brewery / Rimside Grill.

Attached is our application for a temporary extension on 4 upcoming events to be held at THAT Brewery / Rimside Grill.

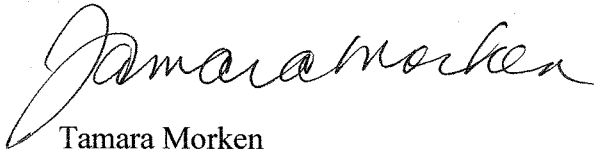
September 13-15 Fire on the Rim Mountain Bike Race

September 27-29 Oktoberfest

October 26 Trunk or Treat

November 30 Thanksgiving Event

Thank you in advance!

A handwritten signature in cursive script, reading "Tamara Morken". The signature is fluid and stylized, with the first name "Tamara" being more prominent than the last name "Morken".

Tamara Morken
602-909-4790



INTEROFFICE MEMORANDUM

DATE: August 5, 2013
TO: Joe Mendoza, Community Development Division
FROM: Laurie Kline, Deputy Clerk of the Board of Supervisors Department *LK*
SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Rimside Grill/THAT Brewery, to temporarily extend the liquor license service area September 13-15, 2013; September 27-29, 2013; October 26, 2013, and November 30, 2013, at the Rimside Grill/THAT Brewery, 3270 N. Hwy. 87, Pine, AZ 85544.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

THIS ESTABLISHMENT **DOES / DOES NOT** (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division:

Date:

[Signature]
Joe Mendoza, Chief Building Official

8/7/13

No open permits - No open complaints

ARF-1990

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 08/19/2013

Submitted For: Janet Cline, Submitted By: Linda Rodriguez, Administrative
Fair Chairman Manager, County Manager

Department: County Manager

Information

Request/Subject

Request for waiver of fees by the Gila County Fair Committee for the use of Fairgrounds facilities for the 2013 Gila County Fair in Globe and Fair Appreciation Dinner on September 26, 2013.

Background Information

The community has enjoyed a yearly Gila County Fair for over 43 years. The Fair brings in revenue to the local economy and gives the local and surrounding businesses a venue to display and advertise their products and/or businesses. The Fair also allows our 4-H youth to display and demonstrate their year-long projects. This year is special as the state is celebrating their 4-H Centennial Year.

The Fair Committee has requested the use of the Fairgrounds facilities from September 16, 2013, through and including the Fair dates of September 19th through September 22, 2013.

The Fair Appreciation Dinner scheduled for September 26, 2013, gives the Fair Committee an opportunity to thank the committee members and volunteers for their dedication and hard work in making the Fair successful.

Evaluation

The use of the Fairgrounds facilities will give the Gila County Fair Committee an opportunity to raise funds to continue to improve and hold the annual Gila County Fair.

The Fair provides the 4-H youth of the community to emerge as leaders through hands-on learning and adult mentorship and it also provides a place for families, friends, and visitors to meet and experience the hospitality that Gila County offers.

Conclusion

The waiver of fees would greatly assist the Gila County Fair Committee financially.

Recommendation

The recommendation of staff is to approve the waiver of fees for the use of the Fairgrounds facilities for the 2013 Gila County Fair and Fair Appreciation Dinner.

Suggested Motion

Approval of a request for a waiver of fees by the Gila County Fair Committee for the use of the Fairgrounds facilities in Globe for the 2013 Gila County Fair and Fair Appreciation Dinner.

Attachments

2013 Fair Application

2013 Fair Request for Waiver of Fees

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:		Gila County Fair	
Address of Individual or Organization:		P.O. Box 906, Globe, Arizona 85502	
Function to be Held:		Gila County 2013 Fair & Fair Appreciation Dinner (9/26/13)	
Contact Person for Event:		Janet Cline	
Telephone No.:		928-812-4333	
Date(s) Requested:		September 16, 2013	thru September 22, 2013
Time of Event:		All day	to
Estimate How Many People Will Attend Event:		5000	Actual Fair dates 9/18/13 thru 9/22/13
Liquor License No. and Sold by (Name):			
Will this event be public or private?		Public <input checked="" type="checkbox"/>	Private <input type="checkbox"/>
If public, would you like this event listed on the Gila County Fairgrounds webpage?		<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Information to be posted on webpage:		Is there an entrance fee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Adults:	\$5	Children:	\$5 for age 5 & over
		Seniors:	\$5

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☒ **Exhibit Hall:** The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

Total Fee:

First Day of Event - \$350.00
 Each Additional Day of Event - \$250.00
(\$50.00 of cleaning deposit is non-refundable) Cleaning Deposit \$150.00
 Key Deposit - \$25.00

	\$350.00
Days	
	\$150.00
	\$ 25.00

☒ **Commercial Building:** Capacity is 320 people.

First Day of Event - \$200.00
 Each additional Day - \$100.00

Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ **ATV Grounds**

\$75.00 per day; \$300.00 per week (5 days)

Days	

☒ **Rodeo Arena**

First Day of Event - \$1,200.00 + set up charges
 \$ 150.00 for each additional day
 \$25.00 per hour for lights

Days	
Hours	

☒ **Grandstand Area**

First Day of Event - \$500.00
 \$150.00 each additional day

Days	

☒ **Livestock Shed A (60 x 120)**

\$150.00 per day

Days	

☒ **Livestock Shed B (80 x 120)**

\$150.00 per day

Days	

☒ **Livestock Shed C (30 x 120)**

\$150.00 per day

Days	

☒ **Horse Stall(s)**

\$10.00 Each per day

EA	Days

☒ **Car Track/Motor Cross**

\$150.00 per day

Days	

☒ **Other Areas at Fairgrounds**

\$150.00 per day

Days	

TOTAL FEE(S) DUE:

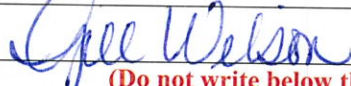
POLICIES/PROCEDURES: Please read carefully.

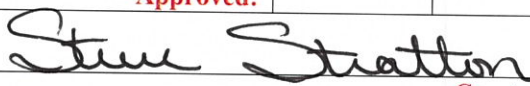
1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
 - a. Alcohol/liquor is served or sold;
 - b. Events are offered for public attendance;
 - c. More than 480 persons are expected to attend a private event;
 - d. The event sponsor/individual will pay \$60 per hour to Gila County for Gila County Sheriff's security.
 - e. It is further understood that the number of security/traffic control personnel needed for the event will be determined by Detective Johnny Holmes. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy **not to allow alcohol/liquor outside the building.** Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent fees for the use of the Fairgrounds' facilities must be submitted 30 days in advance in written form and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Nicole Kavanagh (928) 402-4368 at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and completed on line, print, and mail original to:

**Linda Rodriguez, Administrative Manager
1400 E. Ash Street, Globe, AZ 85501**

11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review simultaneously scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

Applicant Signature:		Date:	7/16/13
(Do not write below this line)			

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
Approved:		Disapproved:					
Signature:						7/18/13	
County Personnel Signature						Date	
Signature:							
Chairman Gila County Board of Supervisors						Date	

APPLICATION FOR SECURITY AT THE GILA COUNTY FAIRGROUNDS FACILITY

Name of Individual or Organization:	Gila County 2013 Fair & Appreciation Dinner on 9/26/13	
Address of Individual or Organization:	P.O. Box 906, Globe, Az 85502	
Function to be Held:	Gila County Fair	
Contact Person for Event:	Janet Cline	
Telephone Number:	(928) 812-4333	
Date(s) Requested:	September 18 thru 22, 2013 (Fair dates: 9/19/-22/13)	
Time of Event:	Start: All Day	End:
Estimate How Many People Will Attend Event:	5000	
Will Liquor Be on the Premises:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Where Will Event Be Held:	Exhibit Hall <input checked="" type="checkbox"/>	Commercial Bldg. <input checked="" type="checkbox"/>
	Rodeo Arena <input checked="" type="checkbox"/>	Grandstands <input checked="" type="checkbox"/>
	Other Area: All other areas	
How Many AZ Post Certified Officers Needed:		
How Many Sheriff's Office Reserves Needed:		

I verify that the information I have provided is accurate and complete. I understand that it is my responsibility to notify **Linda Rodriguez** (928-402-4344) and **Detective Johnny Holmes** from the Sheriff's Office (928 812-0828) of any cancellations or changes in this application.

Applicant Signature: _____

Spice Wilson

Date: 7 / 16 / 13

(DO NOT WRITE BELOW THIS LINE)

Security Will Be Provide for the Above Event and Date:		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Name of Officers Who Will Provide Security:			
<i>Different Times</i>			
<i>AND ONE GRAYARD</i>			
Name of Reserves Who Will Provide Security:			
<i>Different Times</i>			

I verify that the above Officers and Reserves have been scheduled to be present as security for the event and event date listed above.

Johnny Holmes
Sheriff's Office Representative

07 / 22 / 13
Date

GILA COUNTY FAIR COMMITTEE

PO BOX 906
Globe, AZ 85502

Gila County Board of Supervisors
1400 E Ash Street
Globe, AZ 85501

July 9, 2013

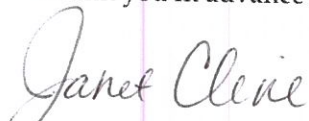
Re: Request for "waiver of fees" for use of the Gila County Fairgrounds for the 2013 Fair and Fair Appreciation Dinner on September 26, 2013

First and foremost, thank you for the past years of fee waivers. The use of the Fairgrounds facilities helps the Fair Committee to raise money to ensure a successful Fair.

The community has enjoyed a yearly Fair for over 43 years. The Fair brings in revenue to the local economy and gives the local and surrounding businesses a venue to display and advertise their products and/or businesses. The Fair also allows our 4-H youth to display and demonstrate their year-long projects. This year is special as the state is celebrating their 4-H Centennial Year.

We request a waiver of fees for the use of the Fairgrounds facilities from September 16, 2013, through and including the Fair dates of September 19-22, 2013; and September 26, 2013, for the Fair Appreciation Dinner.

Thank you in advance for your continued support.


Janet Cline
Chairperson

ARF-2020

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 08/19/2013

Reporting Period: Globe Regional Justice Court Monthly Report for July 2013

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations
Mgr, Superior Court

Information

Subject

Globe Regional Justice Court Monthly Report for July 2013

Suggested Motion

Acknowledgment of the July 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice of the Peace July 2013 Report

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

JULY, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 181.06	\$ 9.06	\$ 172.00
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 844.29	\$ 42.22	\$ 802.07
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,181.77		\$ 4,181.77
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,247.18		\$ 2,247.18
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,849.36	\$ 92.47	\$ 1,756.89
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 11.58	\$ 0.58	\$ 11.00
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 543.00	\$ 27.15	\$ 515.85
Alternative Dispute Resolution	ZADR		T848-2061	\$ 50.16	\$ 2.51	\$ 47.65
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2			\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,765.76		\$ 1,765.76
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 8,596.09	\$ 429.81	\$ 8,166.28
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,260.00	\$ 63.00	\$ 1,197.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,035.10	\$ 51.76	\$ 983.34
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 375.01	\$ 18.76	\$ 356.25
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 25.89	\$ 1.30	\$ 24.59
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,113.06	\$ 55.66	\$ 1,057.40
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 16,940.92	\$ 847.05	\$ 16,093.87
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,235.93	\$ 61.80	\$ 1,174.13
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 2,425.94	\$ 121.30	\$ 2,304.64
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 913.14		\$ 913.14
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 166.96	\$ 8.35	\$ 158.61
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,706.10		\$ 1,706.10
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 382.16	\$ 19.11	\$ 363.05
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,844.72		\$ 2,844.72
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 214.88	\$ 10.75	\$ 204.13
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 118.61		\$ 118.61
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 79.06		\$ 79.06
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 150.34	\$ 7.52	\$ 142.82
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 365.15	\$ 18.26	\$ 346.89
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,388.07	\$ 119.41	\$ 2,268.66
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 2,429.82	\$ 121.50	\$ 2,308.32
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 303.78	\$ 15.19	\$ 288.59
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 49.26	\$ 2.47	\$ 46.79
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 94.96	\$ 4.75	\$ 90.21
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 1,042.56	\$ 52.13	\$ 990.43
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ 0.46	\$ 0.03	\$ 0.43
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 12.55	\$ 0.63	\$ 11.92
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 10.08	\$ 0.51	\$ 9.57
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ 5.15	\$ 0.26	\$ 4.89
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 38.69	\$ 1.94	\$ 36.75
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 141.96	\$ 7.10	\$ 134.86
Prison Construction Fund	ZPCOF		T906-2061	\$ 3,094.04	\$ 154.71	\$ 2,939.33
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 134.43	\$ 6.72	\$ 127.71
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 6,359.77	\$ 317.99	\$ 6,041.78
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 39.27	\$ 1.97	\$ 37.30
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	\$ 160.95		\$ 160.95
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 3,041.79		\$ 3,041.79
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,027.86		\$ 2,027.86
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

JULY, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 14.69	\$ 0.74	\$ 13.95
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 73,013.36	\$ 2,696.47	\$ 70,316.89
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 70,316.89
				TOTAL RESTITUTION RECEIVED		\$ 4,526.08
				TOTAL RECEIPTS THIS MONTH		\$ 77,539.44

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
8/1/2013	7526	\$ 9,686.76	ARIZONA STATE TREASURER
8/1/2013	7527	\$ 63,326.60	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		\$ 73,013.36	TOTAL DISTRIBUTIONS THIS MONTH

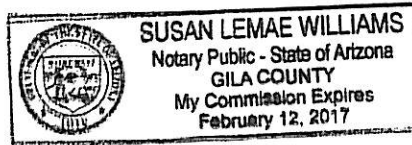
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of JULY, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 4th day of August, 2013.

Notary Public

My Commission Expires: February 12, 2017




GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

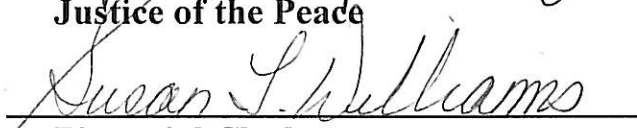
For the Month of: July, 2013

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$14,630.25
RECEIVED DURING THE MONTH	\$15,269.44
DISBURSED DURING THE MONTH	\$17,950.89
BALANCE AT THE END OF THE MONTH	\$11,948.80



Justice of the Peace



Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-2011

4. K.

Regular BOS Meeting

Meeting Date: 08/19/2013

Reporting Period: Payson Regional Justice of the Peace's Office Monthly Report for June 2013

Submitted For: Dorothy Little

Submitted By: Dorothy Little,
Justice of the
Peace-Payson
Region,
Superior Court

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for June 2013

Suggested Motion

Acknowledgment of the June 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Binder june 2013

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

JUNE, 2013	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 51.21	\$ 2.56	\$ 48.65
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 70.17	\$ -	\$ 70.17
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 71.25	\$ 3.56	\$ 67.69
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 3.75	\$ 0.19	\$ 3.56
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,194.61	\$ -	\$ 1,194.61
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,613.79	\$ 280.69	\$ 5,333.10
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 4,060.00	\$ 203.00	\$ 3,857.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 717.68	\$ 35.88	\$ 681.80
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 383.12	\$ 19.16	\$ 363.96
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,087.22	\$ 54.36	\$ 1,032.86
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,804.74	\$ 540.24	\$ 10,264.50
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 835.97	\$ 41.80	\$ 794.17
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 27.62	\$ 1.38	\$ 26.24
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ 2,366.71	\$ 118.34	\$ 2,248.37
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 462.14	\$ -	\$ 462.14
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 170.40	\$ 8.52	\$ 161.88
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 858.26	\$ -	\$ 858.26
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 390.16	\$ 19.51	\$ 370.65
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 885.74	\$ -	\$ 885.74
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,356.15	\$ 67.81	\$ 1,288.34
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,552.84	\$ 77.64	\$ 1,475.20
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,287.90	\$ 64.40	\$ 1,223.50
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 161.02	\$ 8.05	\$ 152.97
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 1.23	\$ 0.06	\$ 1.17
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 111.25	\$ 5.56	\$ 105.69
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 525.58	\$ 26.28	\$ 499.30
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			\$ 1.66	\$ 0.08	\$ 1.58
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.18	\$ 0.01	\$ 0.17
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 6.77	\$ 0.34	\$ 6.43
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 80.00	\$ 4.00	\$ 76.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 65.99	\$ 3.30	\$ 62.69
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,304.09	\$ 165.20	\$ 3,138.89
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 17.42	\$ 0.87	\$ 16.55
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,000.00	\$ 100.00	\$ 1,900.00
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,255.09	\$ -	\$ 1,255.09
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 836.72	\$ -	\$ 836.72
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 39.25	\$ 1.96	\$ 37.29
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 29.32	\$ 1.47	\$ 27.85
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 851.57	\$ 42.58	\$ 808.99
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 80.00	\$ 4.00	\$ 76.00
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,373.19	\$ -	\$ 1,373.19
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 940.01	\$ -	\$ 940.01
Game and Fish - Wildlife	ZGF		STATE	\$ 15.30	\$ 0.77	\$ 14.53
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,691.87	\$ 134.59	\$ 2,557.28
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 241.00	\$ 12.05	\$ 228.95
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 48,883.94	\$ 2,050.41	\$ 46,833.53
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 46,833.53

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
7/2/13	4011	\$ 42,857.14	GILA COUNTY TREASURER
	4910	\$ 6,026.80	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 48,883.94	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for JUNE, 2013.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: June 2013

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	97	8	158	263
Filed	10	3	9	22
Transferred In	0	0	0	0
SUBTOTAL	107	11	167	285
Transferred Out	0	0	1	1
Other Terminations	21	3	15	39
TOTAL TERMINATIONS	21	3	16	40
Statistical Correction	0	0	0	0
Pending End of Month	86	8	151	245

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
166	2	0	168	0	0	0	0	168

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 1 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
1,028	175	0	1,203	1	3	243	247	0	956

Civil Traffic Hearings Held: 1

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	27	Trans In	0	TOTAL	27				

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: June 2013

MISDEMEANOR								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
509	44	0	553	0	66	66	0	487
53	1	0	54	0	0	0	0	54
562	45	0	607	0	66	66	0	541

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

6

Misdemeanor/FTA Jury Trials Held:

0

FELONY								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
26	1	0	27	0	4	4	0	23

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 115

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: June 2013

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I. 151

Serious Violations 8

All Other Violations 478

TRAFFIC TOTAL 637

CRIMINAL WARRANTS OUTSTANDING

Felony 132

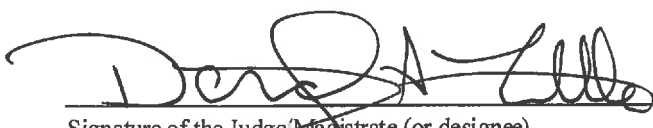
Misdemeanor 729

CRIMINAL TOTAL 861

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)


Name of Preparer

7-25-13
Date of Preparation

ARF-2008

4. L.

Regular BOS Meeting

Meeting Date: 08/19/2013

Reporting Period: Recorder's Office Monthly Report for June 2013

Submitted For: Sadie Tomerlin

Information

Subject

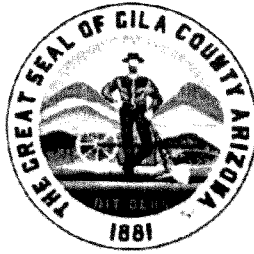
Recorder's Office Monthly Report for June 2013.

Suggested Motion

Acknowledgment of the June 2013 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's June 2013 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JUNE 2013

I, Sadie Jo Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Tomerlin, Gila County Recorder

95613

Bank Deposit Summary, From 6/1/13 12:00 AM To 6/28/13 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Jun 3, 2013 4:55:49 PM	3007	B	Globe	\$410.00
Jun 3, 2013 4:58:53 PM	3008	B	6/3/13 Payson	\$43.00
Jun 4, 2013 4:55:39 PM	3010	B	6/4/2013 Payson	\$40.00
Jun 4, 2013 4:56:17 PM	3009	B	Globe	\$139.00
Jun 5, 2013 4:54:11 PM	3011	B	Globe	\$79.00
Jun 6, 2013 4:54:26 PM	3012	B	Globe	\$279.00
Jun 6, 2013 5:15:23 PM	3013	B	06/06/13 Payson	\$150.00
Jun 7, 2013 4:54:06 PM	3014	B	globe06/07/2013	\$272.00
Jun 10, 2013 4:55:57 PM	3015	B	06/10/13 Payson	\$37.00
Jun 10, 2013 4:55:57 PM	3017	B	06/17/13 Payson	\$29.00
Jun 10, 2013 4:56:28 PM	3016	B	Globe	\$279.00
Jun 11, 2013 8:11:14 AM	3019	B	Globe	\$103.00
Jun 11, 2013 4:57:18 PM	3018	B	06/11/13 Payson	\$14.00
Jun 12, 2013 4:53:48 PM	3020	B	Globe	\$219.00
Jun 12, 2013 4:56:44 PM	3021	B	6/12/13 Payson	\$161.00
Jun 13, 2013 8:00:53 AM	3023	B	Globe	\$259.00
Jun 13, 2013 4:56:05 PM	3022	B	6/13/13 Payson	\$38.00
Jun 14, 2013 8:03:40 AM	3025	B	Globe	\$271.00
Jun 14, 2013 5:01:28 PM	3024	B	6/14/13 payson	\$65.00
Jun 17, 2013 7:59:10 AM	3027	B	Globe	\$326.00
Jun 17, 2013 5:00:27 PM	3026	B	payson	\$27.00
Jun 18, 2013 9:01:34 AM	3028	B	Refund of ERAY	(\$10.20)
Jun 18, 2013 12:13:54 PM	3029	B	Account adjustment AZDOR account	\$0.00
Jun 18, 2013 4:57:13 PM	3030	B	6/18/13 Payson	\$39.00
Jun 18, 2013 4:58:08 PM	3031	B	Globe	\$91.00
Jun 19, 2013 8:26:39 AM	3034	B	Globe	\$216.00
Jun 19, 2013 4:55:34 PM	3033	B	6/19/13 Payson	\$39.00
Jun 20, 2013 4:56:57 PM	3035	B	Globe	\$202.00
Jun 20, 2013 5:06:08 PM	3037	B	6/20/13 payson	\$48.00
Jun 21, 2013 8:17:54 AM	3041	B	Globe	\$485.00
Jun 21, 2013 4:54:38 PM	3038	B	payson06/21/2013	\$21.00
Jun 24, 2013 4:55:15 PM	3042	B	Globe	\$457.00
Jun 24, 2013 5:00:27 PM	3043	B	6/24/13 Payson	\$95.00
Jun 25, 2013 4:55:29 PM	3044	B	Globe	\$73.00
Jun 25, 2013 5:01:29 PM	3045	B	6/25/13 Payson	\$22.00
Jun 26, 2013 4:55:56 PM	3046	B	Globe	\$127.00
Jun 26, 2013 5:01:11 PM	3047	B	6/26/13 Payson	\$2.00
Jun 27, 2013 4:55:55 PM	3048	B	Globe	\$637.00
Jun 27, 2013 5:00:42 PM	3049	B	6/27/13 Payson	\$26.00
Jun 28, 2013 4:55:49 PM	3050	B	Globe	\$349.00
Jun 28, 2013 5:07:38 PM	3051	B	payson	\$16.00

Total

\$6,174.80

Recordings

Globe	564
Payson	304
E-Recordings	430
Total	1298

DATE	1005	7145	7146	7147	Globe/cash cks	Payson/cash cks	House/Out	House/Into	Refunds	
6/3/2013	\$ 582.00	\$ 292.00			\$ 410.00	\$ 43.00	\$ 421.00	\$ 475.00		
6/4/2013	\$ 449.00	\$ 156.00			\$ 139.00	\$ 40.00	\$ 426.00	\$ 188.00		
6/5/2013	\$ 277.00	\$ 124.00			\$ 79.00	\$ -	\$ 322.00	\$ 235.00		
6/6/2013	\$ 728.00	\$ 236.00			\$ 279.00	\$ 150.00	\$ 535.00	\$ 298.00		
6/7/2013	\$ 536.00	\$ 228.00			\$ 272.00	\$ 29.00	\$ 463.00	\$ 300.00		
6/10/2013	\$ 492.00	\$ 184.00			\$ 279.00	\$ 37.00	\$ 360.00	\$ 275.00		
6/11/2013	\$ 410.00	\$ 180.00			\$ 103.00	\$ 14.00	\$ 473.00	\$ 266.00		
6/12/2013	\$ 497.60	\$ 192.00		\$ 405.00	\$ 219.00	\$ 161.00	\$ 714.60	\$ 259.00		
6/13/2013	\$ 523.00	\$ 261.00			\$ 259.00	\$ 38.00	\$ 487.00	\$ 155.00		
6/14/2013	\$ 579.00	\$ 208.00		\$ 271.00	\$ 271.00	\$ 65.00	\$ 722.00	\$ 372.00		
6/17/2013	\$ 523.00	\$ 248.00			\$ 326.00	\$ 27.00	\$ 418.00	\$ 171.00		
6/18/2013	\$ 536.00	\$ 244.00			\$ 91.00	\$ 39.00	\$ 2,578.20	\$ 2,194.00		
6/19/2013	\$ 608.00	\$ 244.00			\$ 216.00	\$ 39.00	\$ 597.00	\$ 435.00		
6/20/2013	\$ 370.00	\$ 176.00			\$ 202.00	\$ 48.00	\$ 296.00	\$ 392.00		
6/21/2013	\$ 489.80	\$ 324.00		\$ 260.00	\$ 485.00	\$ 21.00	\$ 567.80	\$ 191.00		
6/24/2013	\$ 742.00	\$ 316.00			\$ 457.00	\$ 95.00	\$ 506.00	\$ 111.00	Patricia Reis	\$ 10.00
6/25/2013	\$ 303.00	\$ 124.00			\$ 73.00	\$ 22.00	\$ 332.00	\$ 245.00		
6/26/2013	\$ 418.00	\$ 172.00			\$ 127.00	\$ 2.00	\$ 461.00	\$ 170.00	CT Corp	\$ 16.00
6/27/2013	\$ 1,016.00	\$ 495.00			\$ 637.00	\$ 26.00	\$ 848.00	\$ 252.00		
6/28/2013	\$ 1,033.00	\$ 392.00			\$ 349.00	\$ 16.00	\$ 1,060.00	\$ 407.00		
TOTAL	\$ 11,112.40	\$ 4,796.00	\$ -	\$ 936.00	\$ 5,273.00	\$ 912.00	\$ 12,587.60	\$ 7,391.00	\$ 26.00	

POA Power Of Attorney

Pages 4 Document
2013-007742 Document
Info FIDELITY NATIONAL TITLE -
MULTI COUNTY

\$9.00

On Account Charge \$42.00 (Account# Simplified, Balance (\$744.00))

7145-120-01-4775-004 Recorder Storage and Retrieval	\$0.00	(\$16.00)
eRecording eRecording	\$42.00	\$0.00
1005-120-01-4612-023 Recording Fee	\$0.00	(\$26.00)

Total \$22,307.20

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePay Accounts	1005 Suspense - Prepay			
Cash	Cash/Check	\$5,302.60	(\$1,918.00)	\$3,384.60
D-1005-120-01-4612-003	Postage(deferred)	\$8,103.00	(\$1,928.20)	\$6,174.80
D-1005-120-01-4612-023	Recording Fee(deferred)	\$9.00	(\$7.00)	\$2.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$27.00	(\$21.00)	\$6.00
E Transfer	Electronic Transfers	\$36.00	(\$28.00)	\$8.00
	Total	\$5,473.00	\$0.00	\$5,473.00
		\$18,950.60	(\$3,902.20)	\$15,048.40
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$1,974.00	(\$56.00)	\$1,918.00
	Total	\$1,974.00	(\$56.00)	\$1,918.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$591.00)	(\$591.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$60.00)	(\$60.00)
1005-120-01-4612-003	Postage	\$0.00	(\$784.40)	(\$784.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$346.00)	(\$346.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$102.00)	(\$102.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$56.00)	(\$56.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$8,978.00)	(\$8,978.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$26.00)	(\$26.00)
1005-120-01-4612-027	Fax	\$0.00	(\$55.00)	(\$55.00)
1005-120-01-4612-029	Search	\$0.00	(\$50.00)	(\$50.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,804.00)	(\$4,804.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$936.00)	(\$936.00)
eRecording	eRecording	\$5,311.00	(\$5,417.00)	(\$106.00)
	Total	\$5,311.00	(\$22,277.40)	(\$16,966.40)
	Total	\$26,235.60	(\$26,235.60)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash/Cash/Check	\$8,103.00	(\$1,928.20)	\$6,174.80
	Range Total	\$8,103.00	(\$1,928.20)	\$6,174.80

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

FY **2012-2013**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532.00	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724.00	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180.00	10,507.62	952.20	11.00	16,650.82
Oct	1,378	5,140.00	16,655.49	1,286.00	2.00	23,083.49
Nov	1,177	4,432.00	5,751.16	775.30	2.00	10,960.46
Dec	1,342	5,032.00	12,091.33	1,222.00	11.00	18,356.33
Jan	1,177	4,380.00	12,877.38	610.00	0.00	17,867.38
Feb	1,300	5,004.00	8,790.01	1,293.00	1.00	15,088.01
Mar	1,364	5,236.00	14,715.40	961.00	0.00	20,912.40
Apr	1,242	4,884.00	6,468.86	961.50	0.00	12,314.36
May	1,361	4,971.50	14,123.81	944.37	3.00	20,042.68
June	1,298	4,796.00	5,890.87	936.00	0.00	11,622.87
Total	15,675	59,312	143,503.16	11,810.62	64.00	214,689.28
Fiscal Year	214,689.28					
All Monies						

GILA COUNTY RECORDER

REPORT FOR

June 2013

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION	SUSPENSE CARRYOVER
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$7,391.00		\$0.00		
	PAID OUT OF SUSPENSE ACCT		\$12,587.60			\$5,196.60
	RECORDING FEES	\$11,112.40	\$0.00	\$0.00		
	REFUNDS- EXCESS FEES	\$0.00	\$26.00			
	INTEREST PD TO ACCT	\$1.07	\$0.00			
TOTAL 1005 FUNDS		\$18,504.47	\$12,613.60	\$5,890.87	Deposited into 1005 7/12/13	
SECTION II						
	7145 FUND (RECORDER)	\$4,796.00	\$0.00	\$4,796.00		
	7146 FUND (MINING - 80% STATE TREAS)	\$0.00	\$0.00	\$0.00		
	7146 FUND (MINING - 20% RECORDER)	\$0.00	\$0.00	\$0.00		
	7147 FUND (COMPUTER SVCS)	\$936.00	\$0.00	\$936.00		
TOTAL SEC II FUNDS		\$5,732.00	\$0.00	\$5,732.00		
COMBINED TOTALS - TOTAL FEES COLLECTED						
		\$24,236.47	\$12,613.60	\$11,622.87		

House Account Summary

Gila County AZ Recorder
For the Period of 06/01/2013 - 06/28/2013
Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$59.00)	\$28.00	\$0.00	(\$31.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$175.77)	\$46.80	\$0.00	(\$128.97)
ADOT	AZ DEPT OF TRANS	(\$289.50)	\$0.00	\$0.00	(\$289.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$69.00)	\$0.00	\$0.00	(\$69.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$261.00)	\$57.00	\$0.00	(\$204.00)
AWC	ARIZONA WATER COMPANY	(\$242.00)	\$0.00	\$0.00	(\$242.00)
AZDOR	ADOR ACCOUNTS PAYABLE	(\$1,918.00)	\$0.00	\$1,918.00	\$0.00
AZDORI	ADOR ACCOUNTS PAYABLE	\$0.00	\$8.00	(\$1,918.00)	(\$1,910.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,050.00)	\$0.00	\$0.00	(\$2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
EQUIT	EQUITY SERVICES	(\$279.00)	\$19.00	\$0.00	(\$260.00)
ERAY	ERA YOUNG REALTY	(\$10.20)	\$0.00	\$10.20	\$0.00
EXCEL	EXCEL DOCUMENT SERVICES	(\$37.00)	\$0.00	\$0.00	(\$37.00)
FARES	CORELOGIC	(\$496.40)	\$190.00	\$0.00	(\$306.40)
FATM	FIRST AMERICAN MICROFICHE	(\$564.40)	\$258.60	\$0.00	(\$305.80)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$584.00)	\$0.00	\$0.00	(\$584.00)
FCS,INC	Pacific Corportate & Title Service	(\$51.00)	\$0.00	\$0.00	(\$51.00)
FNDS	LPS APPLIED ANALYTICS	(\$888.20)	\$190.00	\$0.00	(\$698.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$154.50	\$0.00	\$0.00	\$154.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$40.00)	\$0.00	\$0.00	(\$40.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDEPTH	INDEPTH SOLUTIONS INC	(\$127.00)	\$0.00	\$0.00	(\$127.00)
Ingeo	Ingeo - eRecording	(\$474.00)	\$1,043.00	(\$1,062.00)	(\$493.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$56.00	(\$56.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$100.00)	\$0.00	\$0.00	(\$100.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$927.00)	\$271.00	\$0.00	(\$656.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$6,127.00)	\$4,211.00	\$0.00	(\$1,916.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$108.00)	\$13.00	\$0.00	(\$95.00)
simplifile	Simplifile - eRecording	(\$657.00)	\$4,268.00	(\$4,355.00)	(\$744.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,140.20)	\$0.00	\$0.00	(\$1,140.20)
Totals		(\$19,517.07)	\$10,659.40	(\$5,462.80)	(\$14,320.47)

ARF-2048

Consent Agenda Item 4. M.

Regular BOS Meeting

Meeting Date: 08/19/2013

Reporting Period: July 16, 2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Information

Subject

July 16, 2013, BOS Meeting Minutes

Suggested Motion

Approval of the July 16, 2013, Board of Supervisors' meeting minutes.

Attachments

BOS 07-16-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: July 16, 2013

MICHAEL A. PASTOR

Chairman

MARIAN E. SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; Marian Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jackie Griffin led the Pledge of Allegiance and Reverend Bill Norton of the First Presbyterian Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of information on the Arizona Water Festival education program, which is an interactive science curriculum that provides teachers with professional development and invites up to 1,000 students out to a field day where they explore watersheds, groundwater flow, water cycle, and water conservation.

Tina Sleeper, University of Arizona Cooperative Extension, Arizona Project Water Education for Teachers (WET) Program Coordinator, addressed the Board and provided a PowerPoint presentation to illustrate that since the year 2000, the Arizona Water Festival education program has been implemented in 24 communities around the state of Arizona including Payson. Locally, she has been in consort with John (Jake) Garrett, Environmental Engineering Manager, and Dr. Linda O'Dell, School Superintendent, to bring this program to southern Gila County. The program is an interactive science curriculum that provides teachers with a professional development workshop prior to the event with the students. The teachers invite up to 1,000 students to attend a

field day where they explore and are given four lessons: groundwater flow, water conservation, watersheds, and water cycle. The lessons provided are facilitated by volunteers of the community. Some of the impacts of the program are: a better understanding of water science and conservation, invigorated community engagement, increased interest in Arizona's water resources as well as providing the students with a memorable, fun day. Ms. Sleeper handed out a flyer to the Board about Arizona Water Festivals supporting Gila County science, technology, engineering and mathematics (STEM) education. Mr. Garrett stated that he went to an Arizona Water Festival in Payson and received positive feedback from students and teachers. He believes the impact of this program will carry on for many years with the students. Mr. Garrett would like to see all of Gila County have the opportunity to participate in this program. Dr. O'Dell stated that she would be meeting with Ms. Sleeper and Mr. Garrett later this day to discuss embracing the STEM Festival with the Arizona Water Festival.

Item 3 – PUBLIC HEARINGS:

A. Approval to adopt Resolution 13-07-01 to name a previously un-named section of road in Globe as S. Rock Ridge Trail.

Debra Williams, Emergency Services Deputy Director, stated that Mrs. Beverly Kell is the owner of this property and she petitioned the County along with the neighboring residents, via a signed petition. Also, the hearing was published per the requirements of the ordinance and there were no objections. Chairman Pastor inquired if this is, in fact, a private road and the County is just naming the road. Ms. Williams confirmed that it is a private road and stated further that Mrs. Kell owns a majority of the property and she plans to build a house on one of the parcels that she owns.

Chairman Pastor called for public comment; there were no requests to speak from the public. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti the Board unanimously adopted Resolution 13-07-01 to name a previously un-named section of road in Globe as S. Rock Ridge Trail. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to authorize the submission of an Application for FY 2013 State Community Development Block Grant (CDBG) funds in the amount of \$98,853 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional \$300,000 in State Special Project funds that may be utilized for Rehabilitation Acquisition and Replacement Housing for FY 2014 and to adopt related Resolution Nos. 13-07-02, 13-07-03, and 13-07-04, which are included as part of the application.

Malissa Buzan, Community Services Division Director, stated that this is an annual application submitted to one of the County's regional accounts, and it is processed through Central Arizona Governments. Chairman Pastor called for public comment; there were no requests to speak from the public. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission of an application for FY 2013 State Community Development Block Grant (CDBG) funds in the amount of \$98,853 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional \$300,000 in State Special Project Funds that may be utilized for rehabilitation acquisition and replacement housing for FY 2014 and adopted related Resolution numbers 13-07-02, 13-07-03, and 13-07-04, which are included as part of the application. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion to obtain public comment regarding the adoption of the final FY 2013-2014 Gila County Budget.

Don McDaniel, County Manager, stated that this is the time set for a public hearing to obtain comments regarding the final FY 2013-2014 Gila County Budget. He provided a PowerPoint slide presentation and explained the final budget assumptions as listed below.

- Voluntary Reduction Plans and Reorganizations will be Implemented
- County Pay Medical Insurance Cost Increase
- County Pays Retirement Cost increase
- Maintains Public Service Levels including: Law Enforcement, Criminal Prosecution & Judicial, Road, Landfill, Health Services, Community Services.

Mr. McDaniel then reviewed the Final Budget Summary slide as indicated below:

- County Property Tax RATE – No Change
- Property Tax REVENUE Decreased 7.9%
- Elected & Appointed Officials Achieved 8.5% General Fund Expenditure Reduction
- Overall Budget Decreased 1.2%
- Authorized Positions Decreased – 15.5 FTE (full-time equivalent)
- Class & Compensation Study Fully Implemented without impacting Departmental Budgets
- Balanced Budget Achieved

Chairman Pastor confirmed with Mr. McDaniel that the authorized positions decrease of 15.5 FTE was *not* a result of layoffs, to which Mr. McDaniel responded that was correct and he continued with the presentation.

Final Budget General Fund Reductions

Net Positive Impact to the General Fund

➤ Direct Expense Reductions	\$ 754,236
➤ Reduced Support of Non-General Fund Activities	\$1,283,280
➤ Increased Recovery of Indirect Costs	\$ 549,465
➤ New Revenue – Lottery Proceeds Reinstatement	<u>\$ 550,000</u>
Total:	\$3,136,981

Overall FY 2013 to FY 2014 reduction in General Fund Expenditures of 8.5%

Chairman Pastor called for public comments and none were received, he then closed the public hearing.

Item 4 – REGULAR AGENDA ITEMS:

A. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to adopt the final 2013-2014 fiscal year budget for the Gila County Library District in the amount of \$1,937,558. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Vice-Chairman Martin made a motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors, which was seconded by Supervisor Marcanti and unanimously approved by the Board.

Jacque Griffin, Assistant County Manager/Librarian, explained that the Library District is a secondary taxing district of which the Board of Supervisors serves as the Library District Board of Directors; therefore, a separate agenda item is required for the adoption of the Library District's budget. The Library District Budget is a part of the entire Gila County Budget and is detailed on page 24 of the Gila County Fiscal Year 2014 Budget. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted the Final 2013-2014 Fiscal Year Budget for the Gila County Library District in the amount of \$1,937,558.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

B. Information/Discussion/Action to adopt Resolution No. 13-07-05, which authorizes the adoption of the final 2013-2014 fiscal year budget for Gila County in the amount of \$95,252,025.

Don McDaniel, County Manager, stated that this is the time and date set to adopt a resolution which authorizes the adoption of the Final 2013-2014 Fiscal Year Budget for Gila County. He reported that the Tentative Budget was adopted by the Board of Supervisors on June 25, 2013, and since that time some adjustments have been made. He advised that per statutory requirement, the total budget amount listed on the Final Budget does not differ from the amount that was adopted when the Tentative Budget was adopted. He reviewed each of the adjustments as outlined below.

- **Revised** Summary Schedule of Estimated Revenues and Expenditures/Expenses (Pg. 8)
 - Item 1-C Rainy Day Reserve changed to \$5,000,000
 - Item 1-D CIP Reserve moved to Item 8-B and changed to \$3,600,000
 - Total Financial Resources Available 2014 Column and Budgeted Expenditures/Expenses Column adjusted to be Equal
- **Adjusted** Constituent Services Funds (Pg. 20) to \$90,000 with a corresponding inverse adjustment to Economic Development Funds (Pg. 18)
- **Adjusted** Community College Funds (Pg. 18) to \$250,000 with a corresponding inverse adjustment to Natural Resources Fund (Pg. 18)

Vice-Chairman Martin inquired about the portion of the budget summary line item entitled, "Reduced Support of Non-General Fund Activities" of \$1.3 million, and asked for some examples in order to answer questions posed to her by the public. Stacie Allison, Finance Division Accountant, offered an explanation by saying that the biggest reduction is that there were some special revenue programs and grant programs that come from sources other than the General Fund, which were supported by the General Fund previously by budgetary transfers and were able to be eliminated entirely, or it was found that there were other funding sources available. Another example is the State Lake Boating Fund; it is now self-sufficient and doesn't need support from the General Fund. Also, a drug grant has now been reorganized to be managed differently so that it no longer needs additional support from the General Fund. Vice-Chairman Martin asked Ms. Allison to provide her with specific written examples to which Ms. Allison replied that she would get that information to Vice-Chairman Martin after the meeting.

Chairman Pastor commented that these adjustments have been made to the Tentative Budget only after discussions were held by the Board with the County Manager and the Finance Department personnel so that everyone is aware of the changes and the reasons for the changes.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-07-05, which authorizes the adoption of the Final 2013-2014 Fiscal Year Budget for Gila County in the amount of \$95,252,025 that includes all of the adjustments as stated (above.)

(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

C. Information/Discussion/Action to approve the 2013 amendments to the County Attorney's Office Student Loan Forgiveness Program.

Bradley Beauchamp, County Attorney, reviewed the proposed changes to the County Attorney's Office Loan Forgiveness Policy. He stated that the changes wouldn't affect the amount of money being paid out, but they would change the frequency and the payee. The County Attorney's Office was approached by the Finance Department with these requested changes and said that it would be easier to make the student loan payments directly to the employee (attorney) rather than to the loan provider. Mr. Beauchamp explained that in some cases there is no credit for paying the loan off early, so the payments were going to interest, and the next payment would be due the next month. The funds do not affect the County budget; the revenue comes from child support payments. Chairman Pastor inquired about where the accountability lies, to which Mr. Beauchamp replied, "It (the accountability) lies with me." Chairman Pastor stated that if there was a problem with funds getting paid to the right lending institute, it's a matter of the attorneys getting the correct information to the Finance Department. He further stated that it sounded like a twice-a-year bonus for the attorneys. Mr. Beauchamp explained that the Finance Department has been administering the program funds and that the funds do not come out of the County's General Fund. Chairman Pastor asked for Board comments. Supervisor Marcanti made a motion to approve the 2013 amendments to the County Attorney's Office Student Loan Forgiveness Program, and the motion died for lack of a second. Vice-Chairman Martin expressed her concerns and stated that she would like to further discuss this issue with the Finance Director; however, that position has not yet been filled. Chairman Pastor agreed and said the Board would ask Mr. McDaniel to arrange that discussion as soon as possible. Upon motion by Vice-Chairman Martin, seconded by Chairman Pastor, by a 2-0 vote the Board continued this agenda item to a later date so that the Finance Director could be included in the conversation. Supervisor Marcanti did not vote on this motion.

**D. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)
Information/Discussion/Action to approve the Gila County Library District Funding Formula for Library Assistance FY14 and the resulting changes to the Library Service Agreements.**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors.

Jacque Griffin, Assistant County Manager/Librarian, provided background information on this agenda item. She explained that the new funding formula is based on measureable service and eliminates the requirement for matching funds from the cities, towns, and tribal entities. The service measures are: number of active patrons, circulations of materials, number of computers available for public Internet access and library programs provided to the public during the reporting year. The measures are represented as percentages, and then aggregated to give each library an aggregate total percentage, which is used to calculate their funding. The new funding formulation allows for the evolution of library services to accommodate the needs of the public served currently and is defensible. The Board discussed scheduling visits, in the next six to eight months, to all the libraries in the County starting in August and ending in December 2013. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Gila County Library District Funding Formula for Library Assistance FY 2014 and the resulting changes to the Library Service Agreements.

E. Information/Discussion/Action to approve the Grant Renewal/2014 Grant Award from the San Carlos Apache Regional Partnership Council Parent Outreach and Awareness to the Gila County Library District in the amount of \$69,884 for the grant period July 1, 2013, through June 30, 2014. (Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Griffin stated that on April 2, 2013, the Board approved the submission of a grant renewal application to the San Carlos Apache Regional Partnership Council Parent Outreach and Awareness, also known as, First Things First Program. The Library District has received notice of award for this grant renewal application and requests Board approval to accept the award. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the Grant Renewal/2014 Grant Award from the San Carlos Apache Regional Partnership Council Parent Outreach and Awareness to the Gila County Library District in the amount of \$69,884 for the grant period July 1, 2013, through June 30, 2014.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

F. Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between the County of Gila and the Town of Hayden

whereas the Town of Hayden has applied for Community Development Block Grant (CDBG) funds to provide housing rehabilitation within the Town of Hayden and whereby Gila County Housing Services will provide technical support to the Town of Hayden as outlined in this IGA effective on the date first written above, June 17, 2013, effective until termination by either party.

Malissa Buzan, Community Services Division Director, stated that the Town of Hayden has asked that the Gila County Housing Services Department administer the housing rehabilitation project in Hayden. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement (IGA) between the County of Gila and the Town of Hayden whereas the Town of Hayden has applied for Community Development Block Grant (CDBG) funds to provide housing rehabilitation within the Town of Hayden and whereby Gila County Housing Services will provide technical support to the Town of Hayden as outlined in this IGA effective on the date first written above, June 17, 2013, effective until termination by either party.

G. Information/Discussion/Action to acknowledge the resignation of IDA Board members Mark Marcanti and Ray Pugel; and further to make the following appointments effective immediately and expiring as noted: District 1-Scott Flake-May 7, 2019, and James Feezor-June 7, 2017; District 2-Robert Pastor-May 13, 2019, and Stanley Gibson-January 19, 2016, and Tim Humphrey-June 6, 2016; and District 3-Fred Barcon-May 14, 2019, and William A. Byrne-May 14, 2019.

Chairman Pastor read aloud the recommendations as stated above. He further advised that all of the new appointees should schedule an organizational meeting with the President of the IDA (Industrial Development Authority) Board. He directed Sandy Palmer, IDA Administrative Manager, to contact Bryan Chambers, Deputy Attorney Principal, to arrange for Open Meeting Law training. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously acknowledged the resignation of IDA Board members Mark Marcanti and Ray Pugel; and further made the following appointments effective immediately and expiring as noted: **For the record, the term expiration dates were changed to accurately reflect the correct terms per statutory requirements. District 1-Scott Flake-May 7, 2019 July 15, 2019, and James Feezor-~~June 7, 2017~~ June 6, 2017; District 2-Robert Pastor-May 13, 2019 July 15, 2019, and Stanley Gibson-January 19, 2016, and Tim Humphrey-~~June 6, 2016~~ July 15, 2019; and District 3-Fred Barcon-May 14, 2019 July 15, 2019, and William A. Byrne-~~May 14, 2019~~ July 15, 2019.**

H. Information/Discussion/Action to approve Professional Services Contract No. 070113 with Bose Public Affairs Group to continue providing lobbying and consulting services at the federal government level to Gila

County at the rate of \$6,500 per month, effective July 16, 2013, through June 30, 2014.

Chairman Pastor informed the Board that he received an email from Bryan Chambers, Deputy Attorney Principal, with some changes that needed to be made to the contract, namely, there needs to be a reference to the Arizona Legal Workers Act, and, there is a reference to Construction Law that doesn't need to be in this contract. Mr. Chambers stated that the Board could move to approve the agreement subject to Bose Public Affairs Group accepting those two changes to the contract. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Professional Services Contract No. 070113 with Bose Public Affairs Group to continue providing lobbying and consulting services at the federal government level to Gila County at the rate of \$6,500 per month, effective July 16, 2013, through June 30, 2014, subject to Bose Public Affairs Group accepting two changes to the contract. One, there needs to be a reference to the Arizona Legal Workers Act, and two, there is a reference to Construction Law that doesn't belong in this contract.

Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Adoption of an Order to Call a Special Recall Election to be held on November 5, 2013, for the purpose of recalling Pleasant Valley Fire District Board Member David Braswell.

B. Approval of the appointment of the following precinct committee person as submitted by the Gila County Republican Committee: Payson #5 Precinct - Norma Lea Fallers.

C. Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 033012-1, between Gila County and Cactus Transport, Inc., to extend the term of the contract, per Section 3.2, from the period of July 17, 2013, to July 16, 2014, to provide for the purchase of MC-800 liquid asphalt for County roads.

D. Approval of Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens Area Agency on Aging (PGCSC) and the Division of Community Services, Housing Services, whereby PGCSC will provide funding in the amount of \$5,810 to be used for emergency minor home repair to eligible citizens living in Gila County effective July 1, 2013, through June 30, 2014.

E. Approval of Amendment No. 2 to Contract No. DE126007-015 between

the Arizona Department of Economic Security and the Gila County Division of Community Services, Gila Employment and Special Training (GEST) which will add Section 11.2 which pertains to confidentiality, effective upon date of last signature through June 30, 2015.

F. Approval of E-12 Request for Release of Funds and Certification between the Arizona Department of Housing and the Gila County Division of Community Services/Housing Services as required by Funding Agreement No. 309-13 to request release of funds that will be utilized to rehabilitate seven homes located in Gila County, effective upon the date of last signature through April 15, 2015.

G. Approval of Amendment No. 3 to Contract No. DE106003-008 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Gila Employment and Special Training Program whereby Amendment No. 3 will add Section 9.2 which pertains to confidentiality, effective upon the date of last signature through September 30, 2014.

H. Approval of Amendment No. 2 to a Weatherization Low Income Assistance Agreement (Contract No. LW-ESA-2182-02Y2) between the State of Arizona Governor's Office of Energy and the Gila County Division of Community Services, Housing Services, amending the contract to provide up to \$105,626 in additional funding to be used to provide weatherization services to eligible citizens residing in Gila County for the period from July 1, 2013, through June 30, 2014.

I. Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at a fund-raiser as part of the Fire on the Rim Mountain Bike Race event to be held on September 13-15, 2013.

J. Approval of an Application for Extension of Premises/Patio Permit submitted by Anthony Giannndrea to temporarily extend the premises where liquor is permitted to be served at the Sidewinders Saloon for the Justice McNeeley Foundation fund-raiser event to be held on September 21, 2013.

K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 17, 2013, to June 21, 2013; and June 24, 2013, to June 28, 2013.

L. Approval of finance reports/demands/transfers for the weeks of July 9, 2013, and July 16, 2013. (An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)

M. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council to serve liquor at Pleasant Valley Days to be held on July 19-20, 2013.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5-A through 5-M as presented.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Stanley Gibson, Globe Library Board President, thanked Jacque Griffin for her hard work and the Board of Supervisors for his appointment to the Industrial Development Authority (IDA) Board.

Item 7 – At any time during this meeting pursuant to A.R.S. §38-31.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:32 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-2019

Consent Agenda Item 4. N.

Regular BOS Meeting

Meeting Date: 08/19/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-26-13, and 8-2-13

Submitted For: Jeffrey Hessenius,
Finance Director
Submitted By: Dana Sgroi, Contracts Support
Specialist, Finance Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-26-13, and 8-2-13.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 22, 2013, to July 26, 2013; and July 29, 2013, to August 2, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 7-26-13; and 8-2-13

Service Agreement No. 071213 with Clean Harbors Environmental Services Inc.

Informal Bid Request 062013IBR with Wantland and Sons

Amendment 1 with Wantland and Sons

Service Agreement No. 072513-1 with Tetra Tech

Service Agreement 070313-1 with Kino Floors

Service Agreement No. 071613 with Mohawk Automotive Lifts Southwest

Amendment 1 with Earthquest Plumbing

Service Agreement No. 052813 with A-1 Energy

Work Order AZGIL500 with Colorado Customware Inc.

Amendment 1 with GFI Acoustics

Amendment 1 to Contract No. 062813 with Experienced Firesprinkling

Limited Services Contract with Sage Counseling

Limited Services Contract with Sienna Counseling

Limited Services Contract with Southwest Behavioral

Amendment 1 with Kwik Kool Refrigeration

Amendment #2 with Hye Tech

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**July 22, 2013 to July 26, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
071213 Clean Harbors Environmental Services, Inc.	Household Hazardous Waste Recycling Event	\$5,000.00	7-27-13 to 7-28-13	7-25-13	Expires	The Recycling & Landfill Management Department has partnered up with the Tonto Apache Tribe, The Town of Payson and the Northern Sanitary District, to provide one day of free household hazardous waste collection, to be held in Payson, Arizona, for Gila County residents.

July 29, 2013 to August 2, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
062013IBR Wantland & Sons Construction	Informal Bid Request No. 062013IBR Pine Creek Canyon Road Portals Wall Façade Project	\$13,102.68	7-31-13 to 9-15-13	7-31-13	Expires	Installation of a rock façade over two existing concrete retaining walls, installed by contractor but not aesthetically pleasing, located at the northern entrance in the Portals subdivision, located in Pine, AZ.
062013IBR Wantland & Sons Construction	Amendment No. 1 to Informal Bid Request No. 062013IBR Pine Creek Canyon Road Portals Wall Façade Project	\$-8,851.87	7-31-13 to 9-15-13	7-31-13	Expires	Amendment No. 1 will serve as a deductive change order in the original contract amount. Gila County is purchasing the rock necessary for the project, thereby reducing the original contract amount of \$13,102.68 to Wantland & Sons by \$8,851.87 for a new total contract amount of \$4,250.81.
072513-1 Tetra Tech	Service Agreement No. 072513-1 FCC Section 106 Services for the Signal Peak Radio Tower Upgrade Project	\$3,620.00	8-1-13 to 10-14-13	8-1-13	Expires	Pursuant to the terms of the State of Arizona-Department of Homeland Security, the County is required to have the FCC Section 106 requirements met for an archaeological survey performed at the Signal Peak Radio Tower site.

July 29, 2013 to August 2, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
070313-1 Kino Floors & Interiors, LLC	Service Agreement No. 070313-1 Payson Court Administration Carpeting	\$4,540.62	8-1-13 to 9-29-13	8-1-13	Expires	Replace worn out existing carpeting in the Payson Superior Court Administration area.
071613 Mohawk Automotive Lifts SW	Service Agreement No. 071613 Annual Vehicle Lift Inspections And Annual Lift Safety Training Program	\$525.00	7-19-13 to 8-30-13	8-1-13	Expires	Contractor will perform required annual vehicle lift inspections and provide annual lift safety training for Globe shop.
032913 Earthquest Plumbing	Amendment No. 1 to Service Agreement No. 032913 URRD Emergency Repair/Replace	\$2,158.80	4-3-13 to 4-2-14	8-1-13	Option to renew contract for 2 additional 1 year periods	Amendment No. 1 has been issued to enable Earthquest Plumbing to continue URRD Emergency Repair/Replace services, with new funding sources, until contract expiration on April 02, 2014. Additionally, Amendment No. 1 increases the original contract amount of \$3,500.00 by \$2,158.80, for a new total contract amount of \$5,658.80.
052813 A-1 Energy, Inc.	Service Agreement No. 052813 Waste Oil Furnace Flue Repair	\$2,191.04	8-1-13 to 9-29-13	8-1-13	Expires	Per Payson Shop's David Buffington - Pipes are rusting causing leaks and fumes and with bad pipes we're losing efficiency with the burners.
AZGIL500 Colorado CustomWare, Inc.	Work Order Quote AZGIL500 Oracle to SQL Server Platform Migration	\$7,500.00	7-16-13 to 8-15-13	8-1-13	Expires	Migrate Colorado Customware present software of Version 4 to Version 5 which entails, push data from Oracle to SQL, migrate clobs using DB sync, resolve issues in data tables and smoke test.
051313 GFI Acoustics	Amendment No. 1 to Service Agreement No. 051313 Treasurer's Office Ceiling Tile Replacement	\$332.00	5-29-13 to 6-30-13	8-1-13	Expires	Amendment #1 will increase the contract amount by \$332.00 to provide for the upcharge in purchasing the correct ceiling tiles to match the existing ones that are not being replaced.

July 29, 2013 to August 2, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
062813 Experienced Firesprinkling, Inc.	Amendment No. 1 to Service Agreement No. 062813 Treasurer's Office Fire Sprinkler Relocation	\$562.50	7-9-13 to 7-30-13	8-1-13	Expires	Amendment No. 1 increases the original contract amount of \$1,050.00 by \$562.50 to cover the extra cost to repair/replace a leaking sprinkler head in the Treasurer's office.
Sage Counseling	Gila County Superior Court Probation Department Limited Services Contract	\$35,000.00	7-1-12 to 6-30-14	8-1-13	Option to renew contract for 4 additional 1 year periods	Sage Counseling provides clinical and educational services to the criminal justice system and court-mandated clients.
Sienna Counseling & Consulting, Inc.	Gila County Superior Court Probation Department Limited Services Contract	\$35,000.00	7-1-12 to 6-30-14	8-1-13	Option to renew contract for 4 additional 1 year periods	Sienna Counseling provides counseling for court-mandated clients.
Southwest Behavioral Health Services	Gila County Superior Court Probation Department Limited Services Contract	\$25,000.00	7-1-12 to 6-30-14	8-1-13	Option to renew contract for 4 additional 1 year periods	Southwest Behavioral Health Services provides counseling for court-mandated clients.
050313 KWIK KOOL Refrigeration	Amendment No. 1 to Service Agreement No. 050313 PGC Climatization Work	\$4,000.00	5-29-13 to 5-28-14	8-1-13	Expires	Repair/Replace services, with new funding sources, until contract expiration on May 28, 2014. Additionally, Amendment No. 1 increases the original contract amount of \$3,788.23 by \$4,000.00, for a new total contract amount of \$7,788.23.

July 29, 2013 to August 2, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
1025-002 Hye Tech Network & Security Solutions	Amendment No. 2 to General Support Agreement No. 1025-002	\$17,500.00	7-1-13 to 6-30-14	8-1-13	Expires	Contractor will provide network & security trouble shooting support, and security architecture enhancements. for advanced Security and Programming of Cisco Firewalls, Routers, and Call Manager Integration with Video Bridge. To also help with and resolve any issues that arise when creating Disaster Recovery Network as well as Route maps to tie in specific network equipment onto the SACCNET cloud this year. Amendment #2 will extend the agreement for another year as well as increase the billable hours from 80 to 100 hours.

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SERVICE AGREEMENT NO. 071213
HOUSEHOLD HAZARDOUS WASTE RECYCLING EVENT

THIS AGREEMENT, made and entered into this 25TH day of JULY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Clean Harbors Environmental Services, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the services described in the scope of work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Recycling and Landfill Management Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

Refer to attached Attachment "A", Quote #167803, by mention made a binding part of this agreement as set forth herein. Gila County Recycling and Landfill Management has partnered up with the Tonto Apache Tribe, Town of Payson and the Northern Sanitary District, to provide a free day of hazardous waste collection in Payson, AZ., for residents of Gila County.

Contractor Fee's: Refer to Attachment "A", Quote #167803, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County. Neither party shall be liable to the other for indirect, incidental, special or consequential damages, including loss of use or lost profits.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** ~~Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County.~~ Should any of the above policies be cancelled before the expiration date thereof, notice will be given in accordance with policy provisions. Such notice shall be sent directly to Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the attention of Jeannie Sgroi at Gila County Finance, 1400 E. Ash St., Globe, AZ, 85501. Certificates may be emailed to Ms. Sgroi at dsgrui@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses

and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective July 27, 2013 and July 28, 2013.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid \$5,000.00 for completion of the service as prescribed in Article 1 - Scope of Services.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.


All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of Contract No. 071213, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY
INC.



Jacques Griffin, Acting County Manager
for Don E. McDaniel Jr., County Manager

CLEAN HARBORS ENVIRONMENTAL SERVICES,



Signature UP Vertical Markets

Fred Gabriel

Print Name



Clean Harbors Environmental Services, Inc.
1340 West Lincoln Street
Phoenix, AZ 85007
www.cleanharbors.com

July 3, 2013

Attn: Ms. Sharon Winters
Gila County Recycling
745 Rose Mofford Way
Globe, AZ 85501

Quote #1697803

Dear Ms. Winters:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your household hazardous waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing household hazardous waste management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Gordon S Davis
Cleanpack Specialist
Phone: 602.258.6155



July 3, 2013
Clean Harbors, Quote #1697803

Page 2 of 3

LABOR, EQUIPMENT, TRANSPORTATION, DISPOSAL, FIXED PRICE.

TOTAL **\$5,000.00**

Any waste shipped for disposal will be invoiced at contract or list prices.

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 15 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 16.5%, is included in our quoted pricing. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.



FREE

Household Hazardous Waste RECYCLING EVENT

This event is limited to Gila County households only. No commercial hazardous waste will be accepted.

Recycle your paints, solvents, adhesives, auto batteries and other batteries, motor oil, fuel and other fluids, aerosol cans, propane tanks, pesticides, herbicides, fluorescent lights and other mercury-containing items, acids, household cleaners, lawn and garden products, passenger tires without rims, fire extinguishers and other household products labeled Caution, Warning, Danger, Poison, Toxic, Flammable, Combustible or Corrosive.

DO:

Seal the materials in their original containers, if possible.
Label unmarked containers, if known.
Keep waste items separated from items you wish to keep.
Pack the individual waste containers so they are visible to the event volunteers.

DON'T:

Bring medication/pharmaceuticals, biohazardous or infectious waste, medical sharps, explosives, compressed gas cylinders other than propane, large appliances, radioactive waste, smoke alarms or ammunition.
Mix wastes together
Smoke while at the collection site



WHEN: Saturday, July 27

WHERE: Multi-Event Center in Payson
1400 S. Beeline Highway (across Beeline Highway from the Mazatzal Hotel & Casino)

TIME: 8 a.m. to Noon

For more information call (928) 474-5242, ext. 371 or (928) 337-3565



Sponsored by:



GILA COUNTY



Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Chris Bessenecker, Finance Director

INFORMAL BID REQUEST NO. 062013IBR PINE CREEK CANYON ROAD PORTALS WALL FAÇADE PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to perform the installation of a rock façade over two existing concrete retaining walls for the Portals Subdivision in Pine, AZ, and complete all such work in its entirety.

Informal bid requests for the material or services as specified will be received by Gila County Procurement until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

PRE-BID WALK THROUGH MEETING SCHEDULED: Monday, July 1, 2013, 10:00 AM
4680 N. Pine Creek Canyon Road
Pine, AZ

BID SUBMITTAL DUE DATE: 3:00 PM, Monday, July 15, 2013

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**Pine Creek Canyon Road-Portals Wall Façade Project**", Bid No. "**062013IBR**", date "**July 15, 2013**", and time "**3:00 PM AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed or hand delivered to:

DELIVERY ADDRESS: GILA COUNTY PROCUREMENT
ATTN: JEANNIE SGROI
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Michael Gillette, 928-402-8505.

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**Pine Creek Canyon Road-Portals Wall Facade Project
Installation of Rock Facade
Informal Bid Request 062013IBR**

SCOPE OF WORK

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

• SPECIFICATIONS

SPECIAL PROVISIONS

**WALL FACADE SYSTEM
PORTALS DRIVE at PINE CREEK CANYON ROAD
PINE, ARIZONA**

1. PROPOSED WORK

The work consists of installing a rock facade over two existing concrete retaining wall located at the northern entrance in the Portals subdivision located in Pine, Arizona at the intersection of Portals Drive and Pine Creek Canyon Road. The concrete walls are located along both edges of the roadway along a portion of Portal Drive. The following information with regard to the existing concrete wall is provided.

Per the attached As-Built drawing:

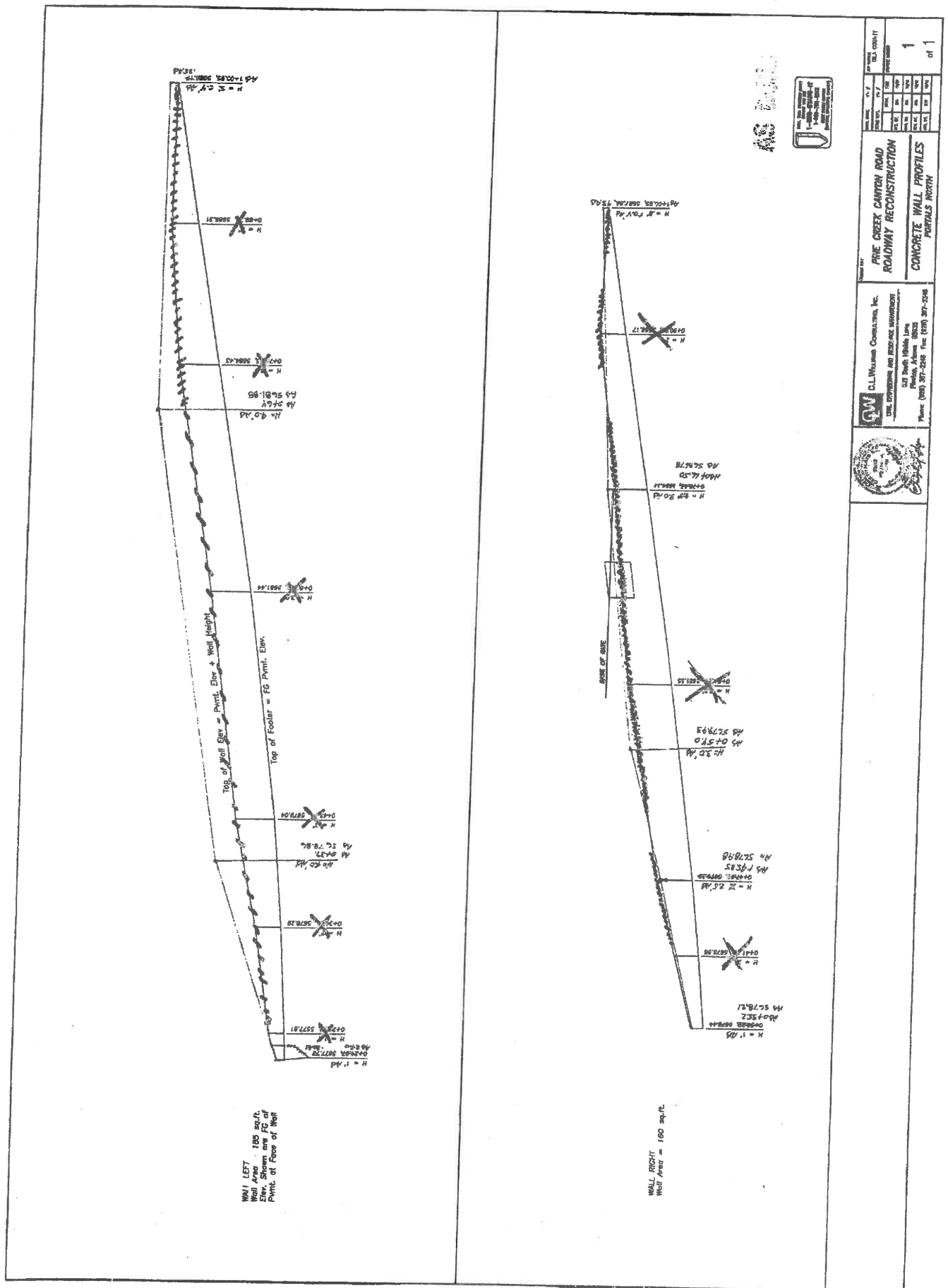
- Northern Wall;
 - Face = 136.2 sq.ft.
 - Top = 54.5 sq.ft.
 - Back = 80 sq.ft. (estimated)
- Southern Wall;
 - Face = 222.5 sq.ft.
 - Top = 65.2 sq.ft.
 - Back = 100 sq.ft. (estimated)



The existing concrete retainage wall varies in height from 0.4-4.0 feet high. The facade rock shall consist of Moss Rock Snap Cut type by Deco Stone of Star Valley, Arizona (contact: Manny 928-474-0573). The Contractor shall use Type S mortar per attached MAG Standard Specification 776 or approved alternative (e.g., Portland cement) when installing the facade rock. No anchor system (e.g., wires, hangers...etc.) shall be necessary for this installation.

Facade rock shall be installed over all exposed concrete faces of the existing retainage wall (i.e., face, top, ends, and back). When installing the facade on the back of the wall the Contractor shall bury the facade approximately 6-8 inches beneath the existing earthen surface grade and backfill to the existing grade after construction is complete and accepted by the Owner.

Bidders must satisfy themselves of the accuracy of the estimated quantities necessary to complete the work including examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work to be done or the condition of the site that could have been reasonably discovered as the result of examination, investigation or review of the site and the contiguous area. If no site investigation is performed, the bidder is responsible for all site conditions and materials necessary to complete the work that should have been discovered had a reasonable site investigation been performed. The submission of a bid will be considered conclusive evidence that the bidder is satisfied with the conditions to be encountered in performing the work and the requirements of the proposed contract.



SECTION 776
MASONRY MORTAR AND GROUT

776.1 GENERAL:

Masonry mortar and grout shall consist of a mixture of cementitious material and aggregate to which sufficient water has been added to bring the resulting mixture to the desired consistency.

Table [776-1](#) and [776-2](#) indicates the average compressive strength obtained when the cementitious material, aggregate, and water (the required amount to provide a flow of 110±5 percent) are combined in the proportion shown in Table [776-3](#) and Table [776-4](#).

The mortar or grout to be used will be designated by class in the special provisions and the correct proportions of cementitious materials and aggregate will be combined with the minimum amount of water to provide a workable mixture.

Retempering of the mortar or grout will not be a standard practice and the Engineer's approval will be required for any exception.

TABLES 776-1 & 776-2			
MASONRY MORTAR AND GROUT COMPRESSIVE STRENGTH			
Table 776-1 Masonry Mortar		Table 776-2 Grout	
Type	Compressive Strength 28 Days (psi)	Type	Compressive Strength 28 Days (psi)
A	5500	Fine Grout	2500
B	5000	Coarse Grout	2500
C	4000		
D	3000		
M	2500		
S	1800		

TABLE 776-3			
MASONRY MORTAR PROPORTIONS BY VOLUME			
Type	Portland Cement	Hydrated Lime	Aggregate ASTM C144
A	1	0	1
B	1	0	1 1/2
C	1	0	2
D	1	0	2 1/2
M	1	1/4	2 1/4 to 3
S	1	1/2	2 1/4 to 3

*Masonry cement type S may be substituted for the cementitious material. Prior approval of the Engineer is required.

TABLE 776-4			
GROUT FOR REINFORCED MASONRY PROPORTIONS BY VOLUME FOR FIELD BATCHING			
Type	Portland Cement	Fine Aggregate (ASTM C404)	Coarse Aggregate (ASTM C404)
Fine Grout	1	2 1/4 to 3	0
Coarse Grout	1	2 1/2	1 to 2

SECTION 776

776.2 PORTLAND CEMENT:

The cement used shall conform with Section [725](#). For volumetric proportioning an unopened sack of cement weighing 94 pounds shall be considered as having a 1 cubic foot volume.

In proportioning the cement, it shall be measured loose, without shaking or compacting, in measuring devices of known capacity.

776.3 AGGREGATE:

All aggregate shall be approved by the Engineer prior to being utilized on the job.

Fine aggregate (sand) to be used in mortar shall be thoroughly and uniformly washed and shall be entirely free from oil and deleterious substances. The size and grading of fine aggregate shall conform to the applicable requirements of ASTM C144.

Fine or coarse aggregate to be used in masonry grout shall be thoroughly and uniformly washed and shall be entirely free from oil and deleterious substances. The size and grading of fine or coarse aggregate shall conform to the applicable requirements of ASTM C404.

The average value of sand equivalent determined on 3 successive samples shall not be less than 70 when tested in accordance with ASTM D2419. No individual sample shall have a sand equivalent less than 65.

In proportioning the aggregate, it shall be measured damp, loose without shaking or compacting, in measuring devices of known capacity.

776.4 MASONRY CEMENT:

Masonry cement used shall conform to ASTM C91 with the exception that the average compressive strength shall not be less than 2500 psi at 28 days.

776.5 HYDRATED LIME:

Hydrated lime used shall conform to ASTM C207, Type S.

776.6 WATER:

The water used shall conform to Section [725.4](#).

776.7 ADMIXTURES:

Admixtures, unless prescribed in the special provisions, will not be used without prior approval of the Engineer.

776.8 TESTS:

776.8.1 Mortar: If in the opinion of the Engineer there is sufficient cause to question the quality of the mortar being utilized, random field test in accordance with ASTM C780 Annex A-1 and A-6 will be performed. For this area, the penetration of the cone penetrometer correlating to a flow of 110 ± 5 percent is 40 ± 3 mm.

776.8.2 Grout: If required, tests shall be performed in accordance with Uniform Building Code Standard No. 24-23 Section 24.2301.

- End of Section -

› **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

› **WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, in **duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (**page 9**). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT**Consideration of Bid Proposals**

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

~~At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.~~

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, ~~along with the fully executed surety bond or bonds~~. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

~~Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.~~

Payment

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- Bid Bond
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond
- Labor and Materials Bond
- Contract Performance Warranty

BIDDING SCHEDULE

**PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT
INSTALLATION OF ROCK FACADE
GILA COUNTY, ARIZONA**

Informal Bid Request 062013IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Wantland & Sons Construction LLC

TOTAL CONTRACT PRICE, for the sum of \$ 13,102⁰⁰

WRITTEN TOTAL CONTRACT PRICE

thirteen thousand one hundred two Dollars
and sixty eight Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

Note: If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Informal Bid Request 062013IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Wantland & Sons Construction LLC
PO Box 1632 Payson AZ 85547
928-978-1609

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor Experience Modifier (e-mod) Rating for AZ: 1.0
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: 177423, 177424, 177398, 207856

Jeff Wantland
Signature of Authorized Representative

Jeff Wantland
Printed Name

own/mgr
Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. Company: Dreampole Const.
Contact: Tim Humphrey
Phone: 928-425-2734
Address: 780 N. Broad St. Globe
2. Company: Roy Naught
Contact: Roy
Phone: 474-0997
Address: PO Box 73 Payson Az
3. Company: Young Public School
Contact: Tom
Phone: 928-462-3283
Address: Young Az
4. Company: Gila County
Contact: Steve Stratton
Phone: 928-402-8612
Address: 1400 E. Ash, Globe Az

Wantland & Sons Const. LLC

Name of Business

[Signature]
Signature of Authorized Representative

own/mgr
Title

**GILA COUNTY
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

NOT REQUIRED FOR THIS BID

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-In-Fact

Title

Address, Attorney-In-Fact
Subscribed and sworn to before me

This _____ day of _____, 2011

My commission expires: _____
Notary Public

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)

)ss

COUNTY OF:)

Jeff Wantland

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is

owner, manager

(Title)

of Wantland & Sons Construction LLC and
(Name of Business)

That he/she is bidding on Gila County Informal Bid Request 062013IBR PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT, INSTALLATION OF ROCK FACADE, Pine, AZ and,

That neither he/she nor anyone associated with the said

Wantland & Sons Construction LLC
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Wantland & Sons Constr. LLC
Name of Business

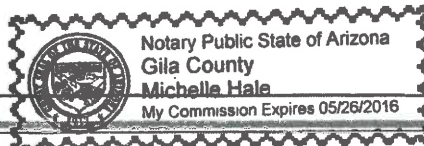
By Jeff Wantland

owner, manager
Title

Subscribed and sworn to before me this 15th day of July, 2013.

Michelle Hale
Notary Public

My Commission expires: 5/26/16



GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 062013IBR, PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT INSTALLATION OF ROCK FACADE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number and ROC number.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

Wentland & Sons Const. LLC

Name of Firm

J. Wentland

By (Signature)

owner, manager

Title

**GILA COUNTY
CONTRACT NO. 062013IBR**

THIS AGREEMENT, made and entered into this 15th day of July, 2013, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Wanland & Sons Const of the City of Payson, State of Arizona, hereinafter designated the Contractor.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 062013IBR, Pine Creek Canyon Road-Portals Wall Façade project:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 13,102⁴⁸ including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Wantland & Sons Const. LLC
Contracting Company Name

Jeff Wantland
Authorized Representative Signature

Jeff Wantland
Print Name

GILA COUNTY:

Don E. McDaniel, Jr.
Don E. McDaniel, Jr., County Manager

7/31/13
Date

CONTRACT PERFORMANCE WARRANTY


I, Jeff Wantland, representing
Wantland & Sons Const. LLC (company name)

do hereby warranty the work performed for the:

**PINE CREEK CANYON ROAD-PORTALS WALL FACADE PROJECT-INSTALLATION OF ROCK FACADE,
PINE, AZ**

for a period of ~~two years~~ from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.


(Officer, Partner, Owner)

7/15/2013
Date

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

_____, (hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Oblige) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Oblige for:

NOT REQUIRED FOR THIS BID

_____ contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,
and

_____, (hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for:

NOT REQUIRED FOR THIS BID

contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT NO. 062013IBR
PINE CREEK CANYON ROAD
PORTALS WALL FAÇADE PROJECT**

WANTLAND AND SONS CONSTRUCTION, LLC

Effective July 31, 2013, Gila County and Wantland and Sons Construction, LLC. entered into a contract, whereby Wantland and Sons Construction, LLC agreed to provide all labor and materials necessary to complete the installation of a rock façade, per the Scope of Work as specified in Contract 062013IBR.

On July 18, 2013, Gila County changed the type of rock to be used on the project, resulting in a reduction to the original contract amount. Additionally, it was agreed that Gila County would purchase the stone directly from the material supplier.

Amendment No. 1 will serve as a deductive Change Order to Contract No. 062013IBR, in the amount of Eight Thousand, Eight Hundred Fifty-one dollars and 87/100's (-\$8,851.87). The revised contract amount, including this Amendment No. 1, is Four Thousand, Two Hundred Fifty dollars and 81/100's (\$4,250.81).

Amendment No. 1 will identify the Time of Completion for the project as July 31, 2013 to September 15, 2013.

The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said project, and to completely construct the same, and install the material therein, as called for by this agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified, beginning July 31, 2013 and completing no later than September 15, 2013.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 31st day of JULY, 2013.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

CONTRACTOR

WANTLAND AND SONS CONSTRUCTION, LLC.


Authorized Signature

Jeff Wantland
Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 072513-1
FCC SECTION 106 SERVICES FOR THE SIGNAL PEAK RADIO TOWER UPGRADE PROJECT

THIS AGREEMENT, made and entered into this 01st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and TETRA TECH, of the City of Salt Lake City, State of Utah, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Emergency Management Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A to Service Agreement No. 072513-1" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A to Service Agreement No. 072513-1" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
------------	-------------

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6- WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the

provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The term of the Contract shall commence upon award and remain in effect for a period of seventy-five days.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a not to exceed, without prior written agreement of the County amount of \$3,620.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Tetra Tech and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 072513-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 8/1/13

TETRA TECH


Signature

Derek Amidon
Print Name



July 23, 2013

Jeannie Sgori
Contracts Support Specialist
Gila County Finance
1400 East Ash Street
Globe, Arizona 85501

Subject: FCC Section 106 Services for the Signal Peak Radio Tower Replacement Project

Dear Ms. Sgori:

Tetra Tech is pleased to provide a scope and cost estimate for the Federal Communication Commission (FCC) Section 106 Cultural Resource Review for Signal Peak Radio Replacement Project (Project). Tetra Tech will conduct a cultural resource investigation for the project per FCC e-filing process for licensed communication towers. This letter proposal briefly outlines our technical approach.

Our unit price quote for the project is \$3,620 time and materials not to exceed (see attached for cost breakdown).

FCC Cultural Resource Review

The efforts associated with the Signal Peak Radio upgrade may inadvertently affect cultural resources; therefore, as outlined in the FCC nationwide programmatic agreement (PA) (FCC 04-222), a cultural resource inventory will need to be conducted as part of Section 106 of the National Historic Preservation Act (NHPA). The PA guidelines set for direct Area of Potential Effect (APE) effects is defined as the area that would be directly impacted as a result of construction. Visual APE is defined as a 0.5 miles from the tower site for towers less than 200 feet in height.

The FCC offers an E-Filing option for the entire process, which Tetra Tech will utilized for the project under our current FRN number. Upon notice to proceed (NTP) from Gila County, Tetra Tech's archaeologist will conduct the following actions:

- A search of available cultural resource records covering the above defined APE's through the Arizona State Historic Preservation Office (SHPO). The results will be used to identify any potentially sensitive sites within either APE.
- Tetra Tech will electrically file notice of the tower through the Tower Construction Notification System (TCNS). The system is utilized to notify regional Native American Tribal entities and State Historic Preservation Offices and conduct consultations throughout the undertaking. Responses and correspondence during the process are archived within the FCC servers.

Gila County's Signal Peak Radio Tower Upgrade FCC Section 106

- A site visit will be conducted after the results of the file search. The scope of the visit will be the current tower location and any historic properties within the visual APE. Appropriate landowner permissions will be sought prior to the accessing the site.

Tetra Tech assumes the project will require the full replacement of the existing Signal Peak tower and a FCC 620 form will be required. If the project is technically categorized as a collocation, then we will complete an FCC 621 form. In either case, the appropriate form will be completed through the FCC's e-filing system with appropriate attachments (including a technical report, if needed) produced and uploaded.

Once all appropriate electronic forms are completed and attachments uploaded, Tetra Tech will respond to any correspondence with Arizona SHPO and Native American Tribe through the completion of consultation and SHPO's final project concurrence.

Throughout the process, Tetra Tech will handle all agency correspondence and communicate regularly with Gila County project representatives.

Schedule

Tetra Tech plans a total of 30 active working hours for the cultural resource portion of the project. However, the overall project will likely take one and a half months to complete. The FCC requires 30 days from initial TCNS filing to allow for Native American review and comment. Additionally, Arizona SHPO has 30 days from the submission of appropriate 620/621 forms for review and comment.

Tetra Tech will work diligently within its power to ensure to keep the process moving forward.

Conclusion

Tetra Tech thanks Gila County for the opportunity to assist them with the Signal Peak Radio Tower Upgrade project. We are available to begin work immediately. If you have any questions or concerns, please call me 801-209-3992 or email me at mark.karpinski@tetrattech.com.

Sincerely,



Mark Karpinski, M.A., RPA
Cultural Resource Group Lead

Signal Butte Radio Tower

FCC Section 106 for one radio tower

Submitted to: Gila County (Attn: Jeannie Sgroi)

Contract Type: T&M

TE Price Proposal										Labor Plan		Price Summary / Totals												
										2 Resource		Task Pricing Totals	5.00% Admin Fee	Technology Use Fee	Total Price	3,790								
										Bill Rate >	85.00													
										Proj Area >		Task Pricing Totals	5.00% Admin Fee	Technology Use Fee	Total Price	3,790								
										120.00														
												Task Pricing Totals	5.00% Admin Fee	Technology Use Fee	Total Price	3,790								
FCC Section 106 for one radio tower												Task Pricing Totals	5.00% Admin Fee	Technology Use Fee	Total Price	3,790								
Submitted to: Gila County (Attn: Jeannie Sgroi)																								
Contract Type: T&M												Task Pricing Totals	5.00% Admin Fee	Technology Use Fee	Total Price	3,790								
Project Phases / Tasks										Total Labor Hrs		Pricing by Resource					Task Pricing Totals	3,620						
										Work Days	Off	From	Thru	Months	Labor Rate Esc.	Labor			Subs	Travel	Mat'l's & Equip	ODCs		
x Signal Butte Radio Tower										30					6	24	3,350	-	-	230	-	-	-	3,620
x FCC E-Filings										22					5	16	2,430	-	-	115	-	-	-	2,545
x TCNS Filing and Consultations										5					1	5	565						565	
x 620/621 Filings and Consultations										5					1	4	565						565	
x Technical Report and Appendices										12					4	8	1,300			115			1,415	
x Field Work										8						8	960	-	-	115			1,075	
x Tower Location Field Visit										8						8	960			115			1,075	
Totals										30					6	24	3,350	-	-	230	-	-	-	3,620

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 072513-1

PAGE 3 OF 3

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 070313-1
PAYSON COURT ADMINISTRATION CARPETING

THIS AGREEMENT, made and entered into this 01st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Quote Request, hereby identified as Attachment "A" to Request for Quote 070313-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to attached Quote Request, hereby identified as Attachment "A" to Request for Quote 070313-1, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such

contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgrai@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: The term of the agreement shall commence on **the date of award**, and expire sixty days later, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$4,540.62 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

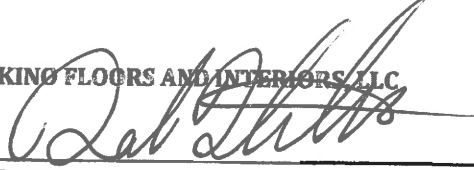
IN WITNESS WHEREOF, Service Agreement No. 070313-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 8/1/13

KINO FLOORS AND INTERIORS, LLC


Signature

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

Fax Cover Sheet*Kino Floors & Interiors LLC**401 N. Broad St.**Globe, AZ 85501**Phone: (928) 425-9443**Fax: (928) 425-6249*

To: <i>GILA COUNTY</i>	From: <i>Dale</i>
Attention: <i>Jeanie Sykes</i>	Date: <i>7-12-13</i>
Fax: <i>402 4386</i>	Phone:

☐ Urgent ☐ Reply ASAP ☐ Please Comment ☒ Please Review ☐ FYINumber of Pages (Including cover): 2

Comments:

Flooring Bid Payson

REQUEST FOR QUOTE NO. 070313-1
GILA COUNTY



JOB/PROJECT DESCRIPTION

Project consists of replacing existing carpet in the Superior Court Administration area of the Gila County Courthouse in Payson, AZ.

Location: Gila County Court House
610 E. Highway 260
Payson, AZ 85547

Scope of Work and Specifications:

- Replace existing carpeting with new Camden Harbor II 54214/Pebble 14700, Fibercom Felt Pad 27 oz, 4" Carpet Base.
- Remove and replace all furniture.
- Remove existing carpet and padding, install new carpet, padding and carpet base.
- A mandatory site visit is required. Please contact David Buffington at 928-970-2540 to schedule a site visit. If vendor does not complete a site visit, the County will not accept their bid.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a projected cost.

QUOTE DUE DATE: Please email or fax quote by, 2:00 P.M. on Friday, July 12, 2013 to, Jeannie Szroi, jszroi@co.gila.az.us, fax 928-402-4386

Contractor Name: KINO FLOORS

Contractor Address: 401 N. ROAD ST Gila AZ 85501

Contractor Phone #: 928-425-9445

Email Address: KINO FLOORS@AOL.COM .NET

Contractor Signature: [Signature]

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 1100.00 (TAXES INCLUDED)

MATERIAL COST \$ 2940.62 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

**SERVICE AGREEMENT NO. 071613
ANNUAL VEHICLE LIFT INSPECTIONS
AND
ANNUAL LIFT SAFETY TRAINING PROGRAM**

THIS AGREEMENT, made and entered into this 01st day of AUGUST, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mohawk Automotive Lifts Southwest, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Gila County Globe Shops Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Contractor shall all provide labor and materials, as identified on Attachment "A" to Service Agreement No. 071613, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 071613, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: Contract shall be effective July 19, 2013 and expires August 30, 2013.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$525.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 071613 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date:

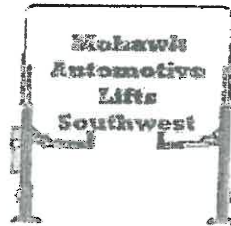
8/1/13

MOHAWK AUTOMOTIVE LIFTS SOUTHWEST


Signature

MICHAEL GREEN
Print Name

Mohawk Automotive Lifts S.W.
 702 E. Chilton Drive
 Tempe, AZ 85283
 Ph: 480-897-1740
 Fax: 480-897-9720
 E-mail: mohawkaz@msn.com



Estimate

Date	7/9/2013
Estimate #	11166

Customer
Gila County Fleet-Globe John Root 1400 E. Ash Street Globe, AZ 85501

Project
Annual Lift Inspection/PM-2013

Customer Contact	Customer Phone	Customer Fax
	928-402-9524	928-425-4418

Qty	UOM	Description	Price	Total
3	Each	Annual Lift Safety Inspection and PM-Service-Light Duty. Includes ALI/OSHA inspection, minor adjustments, lubricate moving part, 3 page inspection documentation for customer records and inspection decal affixed to each lift.	175.00	\$525.00
1	Each	Optional Safety Class including DVD, test and documentation for mechanics training records. Included	0.00	0.00

Sales tax and freight are Not included in estimate total unless otherwise specified. Estimate pricing is valid for 30 days.

Subtotal	\$525.00
Sales Tax (8.3%)	\$0.00
Total	\$525.00

Accepted By:

Noni W. Daniels 8/1/13



AMENDMENT NO. 1

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

SERVICE AGREEMENT 032913 URRD EMERGENCY REPAIR/REPLACE

EARTHQUEST PLUMBING, INC.

Effective April 03, 2013, Gila County and Earthquest Plumbing, Inc. entered into a Service Agreement whereby Earthquest Plumbing, Inc. agreed to provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services-Housing Manager or designee.

The funding source for this contract has changed effective July 01, 2013, the beginning of Gila County's new fiscal year. Community Services-Housing has requested Amendment No. 1 be issued to increase the amount of the original contract by Two Thousand, One Hundred Fifty-Eight dollars and 80/100's (\$2,158.80).

Amendment No. 1 will increase the original contract amount from Three Thousand Five Hundred dollars (\$3,500.00), by Two Thousand, One Hundred Fifty-Eight dollars and 80/100's (\$2,158.80), for a new contract total of Five Thousand Six Hundred Fifty-Eight and 80/100's (\$5,658.80).

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement, but in no event shall charges for the April 03, 2013 to April 02, 2014 extension exceed \$5,658.80 without prior written agreement of the County.

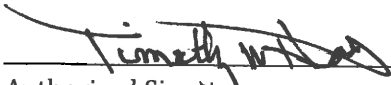
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the Service Agreement.


IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01ST day of AUGUST, 2013.

GILA COUNTY


Don E. McDaniel, Jr. County Manager

EARTHQUEST PLUMBING, INC.


Authorized Signature


Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 052813
WASTE OIL FURNACE FLUE REPAIR

THIS AGREEMENT, made and entered into this 01st day of AUGUST, 2013, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and A-1 Energy, Inc., of the City of Safford, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works-Timber Shop Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 052813, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 052813, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 052813, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 – INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective date signed by the County Manager and expires sixty days later.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$2,191.04 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 052813 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 8/6/13

A-1 ENERGY, INC.



Signature

Linda Bingham
Print Name

(928) 428-1440 1-800-264-2767 Fax: 888 439-2982

ORDER FORM FOR CLEAN BURN

1537.62

Payment terms: Balance due upon completion of work

Date of Acceptance

PROPOSAL**ORDER FORM**

Clean Burn
A-1 Energy, Inc

P.O. BOX 1017
Safford, AZ 85548

(928) 428-1440 1-800-284-2767 Fax: 888 439-2982

Company Submitted To Gila County		Job Phone	Date: remains the same 6-10-13 29-Apr-13
Contact Austin Jones	Contact Phone 928 468-2806	email ajones@co.gila.az.us	Salesperson Brent Bingham
Mailing/Bill To Address 5320 E Highway 260, Star Valley, AZ 85541		Job Address	

ORDER FORM FOR CLEAN BURN

Equipment Options		# Units	Unit Cost	Total
Scope of Work:	Replace 8" Stack in North Lube Bay			\$ -
Costs:	Equipment Rental		\$77	\$ 77.00
	Materials		\$255	\$255.00
	Labor		\$294	\$ 294.00
				\$ -
Subtotal of Equipment				\$ 606.00
Accessories				\$
Trade In/Discounts				
Cost of Installation				\$
Subtotal				\$ 606.00
Tax				\$ 20.68
Shipping & Delivery (f.o.b. factory)				
Total				\$ 655.42

Remarks:

There will be no travel time and costs added if the work is performed during the summer annual prevention maintenance service.

This proposal may be withdrawn if not accepted within:

30 days

Authorizing agent: Brent Bingham

Authorized Signature:

Brent Bingham


Payment terms:

Balance due upon completion of work**Acceptance of Order**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with this order as specified above. Payment to be made as outlined above.

Signature of Acceptance

Date of Acceptance


8/1/13

Work Order Quote



To: Gila County, Arizona
Today's Date: July 16, 2013
WO #: AZGIL500
Scope: Oracle to SQL Server Platform Migration
Estimate of Cost: \$7,500
Projected Delivery:* Upon delivery of Final Conversion
Payment Terms: 50% upon signing / 50% upon delivery

Specifications:


The standard pricing for v4-v5 migration includes Oracle to Oracle. Gila County would like to move to SQL as part of the migration.

Pricing per SOW Section 6.2 Sample Custom Services Pricing:


Category	Service	Cost Estimate \$150/hr	Notes
Database	Oracle to SQL Server Platform Migration <ul style="list-style-type: none">• Push data from Oracle to SQL• Migrate clobs using DB sync• Resolve issues in data tables• Smoke Test	\$7,500	We've been able to reduce the time efforts of this by half (previously noted at \$15,000).

Attachment "A", by mention made a binding part of this agreement as set forth herein.

Please sign below to confirm your agreement of the above.



County Signature **Date** 8/1/13



CCI Signature **Date** 7/16/13

* Projected delivery date may change if not approved within 15 days, price quote valid for 30 days.

ATTACHMENT "A"

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

COLORADO CUSTOMWARE, INC.


Individual Authorized to Sign

CYNTHIA K. SOUTH
Print Name

VP Services
Title

7/16/13
Date



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 051313 TREASURER'S OFFICE CEILING TILE REPLACEMENT

GFI ACOUSTICS

Effective May 29, 2013, Gila County and GFI Acoustics entered into a contract whereby GFI Acoustics agreed to provide ceiling tile replacement, in some areas of the Treasurer's office. The term of the contract expires June 30, 2013.

GFI quoted the wrong ceiling tiles on their original quote. Facilities and Land Management has requested an increase to Service Agreement No. 051313, in the amount of Three Hundred Thirty-Two dollars and no cents (\$332.00) for the upcharge on purchasing the correct ceiling tiles.

Amendment No. 1 will increase Service Agreement from Two Thousand, Two Hundred, Eighteen dollars (\$2,218.00), to a new contract total of Two Thousand, Five Hundred, Fifty Dollars (\$2,550.00), resulting in an increase to the original contract amount of Three Hundred Thirty-Two dollars and no cents (\$332.00).

Contractor will continue to bill for services pursuant to Attachment "A" of the original service agreement, but in no event shall charges for the May 29, 2013 to June 30, 2013 contract exceed \$2,550.00, without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01st day of AUGUST, 2013.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

CONTRACTOR

GFI ACOUSTICS


Authorized Signature

WILLIAM LEMMERS
Print Name



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**GILA COUNTY CONTRACT NO. 062813
TREASURER'S OFFICE FIRE SPRINKLER RELOCATION**

EXPERIENCED FIRESPRINKLING, INC.

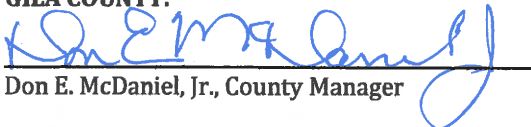
Effective July 09, 2013, Gila County and Experienced Firesprinkling, Inc. entered into a contract whereby Experienced Firesprinkling, Inc. agreed to provide all materials, labor, construction equipment and services required for relocating existing, older, specified fire sprinklers in the Treasurer's office at the Globe Courthouse.

One of the fire sprinklers failed after relocation. On July 18, 2013 one of the sprinkler heads began to leak. The additional cost to repair/replace the leaking sprinkler head is Five Hundred Sixty-two dollars and 50/100's (\$562.50). The contract was issued for a flat fee bid of \$1,050.00. Amendment No. 1 is being issued to increase the flat fee bid by \$562.50 to \$1,612.50.

All other terms and conditions of the original agreement, effective July 09, 2013 and expiring July 30, 2013, shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01st day of AUGUST, 2013.

GILA COUNTY:


Don E. McDaniel, Jr., County Manager

EXPERIENCED FIRESPRINKLING, INC.


Authorized Signature


Print Name

GILA COUNTY SUPERIOR COURT PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and Sage Counseling, hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a Licensed Behavioral Health Agency defined as: Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. § 32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency. A written waiver for degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. Other Agency (non-licensed): Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. A written waiver for licensure and degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. Service definition(s) are defined as: **General Mental Health Counseling:** This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of group services. All group counseling services must be process oriented and open entry and exit. **Substance Abuse Counseling:** This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client's home. All group counseling services must be process oriented and open entry and exit. **Global Positioning Systems:** This service provides tracking services for high risk offenders. **Home Arrest Monitoring:** This service provides telephonic supervision of adult high risk offenders. **Cognitive Education Classes:** This service is a specifically designed format which is regularly programmed to improve cognitive capacity, i.e., conscious mental activity; to think, remember or learn and problem solving ability. The format and materials must relate directly to the Court's attention to the adult.

SECTION I: TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than \$35,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.
2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.
3. Non-renewal. The provider shall provide written notice to the Customer no later than 60 days in advance of the expiration of the contract, of its intent not to renew a contract service or the contract. If the provider fails to comply with the provisions of this paragraph, the Customer may take whatever actions deemed appropriate under Section XII of this contract.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the agreed upon Response to the Customer's Proposal received by the Customer on October 28, 2011 and any written amendments or provisions documented in Addendum A and the Compensation Schedule of this contract.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.
2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and provider standards.
3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the times alleged in the charge, litigation, complaint, or proceeding, the Providers or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.
2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

Gila County Probation Department
Program Manager
1100 East Monroe St., Suite 200
Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the Probation Officer in advance. A client may not be moved out of state without written permission from the Probation Officer or the Court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.
4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.
5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request prior to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the Officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VII: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.
2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.
3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.
4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the Officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the Contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:
 - a. At rates that do not exceed those set forth in the Compensation Schedule; and
 - b. Which are authorized in the referral, or administratively authorized by the Customer minus any co-pay, whether or not they have been collected.
 - c. There will be no compensation paid for missed appointments for any contracted service.
 - d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.
 - e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. Method of Payment.

- a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.
 - b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only. Any Co-pay determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.
3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.
4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.
5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.
7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the Superior Court.

SECTION IX:

CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.
2. **Amendments.** All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X:

PROVIDER'S AUTHORIZED REPRESENTATIVE:

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI:

RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII:

REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.
2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the Officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.
3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:
 - a. Withholding of compensation due the Provider for services rendered;
 - b. Suspension of the Contract in whole or in part;
 - c. Recommending to the referring Court for suspension of referrals or removal of the clients in service;
 - d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;
 - e. Requiring the posting of a bond; or
 - f. Terminating the Contract.
4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through

personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that Officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.
2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.
3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.
2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior

Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights.** Customer shall administer services includes Contract Administration and Contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or Federal Government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:

- i. Visit or inspect the facilities of the Provider, or of non-employees;
- ii. Observe the services provided;
- iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and
- iv. Inspect and copy records relating to the Contract, including personnel files.

The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring.** The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.
3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the Officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.
2. **Bonds.** The Customer may, under appropriate circumstances, require the Provider to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that Officer.
3. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable

under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b. and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.
2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.
 - i. **COMMERCIAL GENERAL LIABILITY** \$1,000,000 each occurrence
(Bodily injury, premises operation, property damage) \$2,000,000 aggregate
 - ii. **WORKER'S COMPENSATION AND EMPLOYER LIABILITY** \$100,000 limit
 - iii. **COMPREHENSIVE AUTOMOBILE LIABILITY**, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract \$1,000,000 in the aggregate
 - iv. **PROFESSIONAL LIABILITY INSURANCE** (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service) with limits of \$1,000,000 for each claim
3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:
 - i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;
 - ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.
4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.
5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION:

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.
3. **Release and Authorization.** Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.
4. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.
5. **Research Data.** Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.
6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that Officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Provider receives written notice of the cancellation unless the notice specifies a later time.

SECTION XXV: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS:

By signing this contract the Provider warrants that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal laws and regulations related to the immigration status of its employees. The Provider shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Customer upon request. These warranties shall remain in effect through the term of the Contract. The Provider and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The Provider shall endeavor to ensure compliance with federal law and regulations related to the immigration status of their employees.

The Department may request verification of compliance for any Provider on any subcontractor performing work under the Contract. Should the Department suspect or find any Provider not in compliance, the Department may pursue any and all remedies allowed by law according to the Governor's Executive Order 2005-30 and Federal Immigration and Nationality Act, Sections 274A & 274B.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)
2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability

insurance, and workers' compensation.

4. **Independent Provider Status.** The Provider is an independent provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.
5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.
7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,
2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.
2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.
3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.
4. The Provider will have the client sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.
5. The Provider shall receive a client referral packet from the Customer. The referral packet will consist of a referral requesting specific services signed by the client and the Customer, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.
6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.
7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.

SECTION XXX: ENTIRE AGREEMENT:


This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

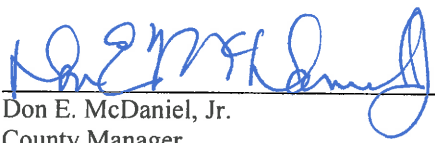
 5-13-13

Stephen Grams, Executive Director
Sage Counseling Date

Honorable Peter J. Cahill
Presiding Judge Date
Gila County Superior Court

 7-19-13

Bradley D. Beauchamp
County Attorney Date
Gila County Attorney's Office
Approved as to form

 8/1/13

Don E. McDaniel, Jr.
County Manager Date
Gila County, Arizona

ADDENDUM A

Gila County Probation Department refers probationers on a 90 day referral system. Unless otherwise documented; individual and family counseling services are limited to 10 hours and group counseling is limited to 16 hours. Services will be completed within the 90 day period. Domestic Violence Groups and DUI groups must be state licensed in order for the department to refer probation clients. Substance Abuse group referrals are program time allotted.

Sage Counseling and Gila County Probation Department have agreed to the Provider's response to the Request for Proposal. This response indicated the following services to be provided and exclusions.

General Synopsis of RFP: The Provider was designed and developed specifically to provide clinical, education, and case management services to the criminal justice systems and court-mandated clients. The majority of clients are supervised by a court, probation department, DOC's community corrections, or are referred by Child Protective Services. The Provider utilizes Evidence Based Practices in their programs and are committed to continuous improvement in order to realize better outcomes with their clients and customers. The Provider's philosophy is to always provide exceptional service to clients and customers.

General Mental Health: This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of group services.

Service tasks include: reviewing the existing social history and other relevant information of each client; developing a treatment plan with all involved parties that addresses the needs of the client; providing authorized treatment to the individual or family in accordance with the treatment plan; documenting in each client's file all the services provided including a progress summary with the date, duration, types of service, therapist's name, signature, degree, and title; and preparing and providing monthly progress reports to Probation Officers.

Substance Abuse Counseling: This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client's home.

Service tasks include: reviewing the existing social history and other relevant information of each client; developing a treatment plan with all involved parties that addresses the needs of the client; providing authorized treatment to the individual or family in accordance with the treatment plan; documenting in each client's file all the services provided including a progress summary with the date, duration, types of service, therapist's name, signature, degree, and title; and preparing and providing monthly progress reports to Probation Officers.

Drug Court Program: The Provider agrees to provide substance abuse assessment and counseling under the format that is developed by the Customer. The Drug Court counseling groups will generally include only clients who are in the Drug Court Program. Exception to this policy will be approved by the Customer. Drug Court Counseling Groups will last between 90 and 120 minutes, except for the Initial Motivational Enhancement group in which clients begin the program. Those groups will last 90 minutes. All clients meet together in the same group on Thursday evening after the Court session ends. Curriculum material will primarily be from the Matrix Model; however, additional material will be included to more adequately address clients' criminal-thinking errors and anti-social thinking patterns. The Provider will invoice for their clinicians' time spent at staffing with Drug Court Team members, conferences, and court hearings as a separate rate. The following proposed program structure for counseling groups is subject to the approval of the Drug Court Team:

	Monday	Tuesday	Wednesday	Thursday	Friday	Individual Sessions As Needed, Up to...
ME	4:30 pm – 6:00 pm	4:30 pm – 6:00 pm	4:30 pm – 6:00 pm	5:00 pm – 7:00 pm		1 time per week Family 8 sessions
Level I	4:30 pm – 6:00 pm		4:30 pm – 6:00 pm	5:00 pm – 7:00 pm		1 time per week
Level II	6:30 pm – 8:30 pm		6:30 pm – 8:30 pm	5:00 pm – 7:00 pm		1 time per week
Level III		6:30 pm – 8:30 pm		5:00 pm – 7:00 pm		1 time per week

GPS Monitoring System: This service provides tracking services for high risk offenders.

Service tasks include: both active and passive monitoring options; installing and managing the equipment with the offenders; reporting all activity to the Customer; providing rules, information, and orientation to the offender; providing training to the Customer; providing courtroom testimony, if needed. The Provider will notify the Officer of any violations, tampering, non-compliance, zone violations.

Home Arrest Monitoring: This service provides radio frequency presence monitoring and/or alcohol monitoring of adult high risk offenders.

Service tasks include: monitoring all adult offenders that are Court-ordered for home arrest; setting up and explaining the monitoring system process to the offenders in the offenders' homes, when possible reporting all monitoring observations to the Customer; offering several monitoring options to address the needs of both the offender and Customer; providing monthly written reports regarding the status of the offender to the Customer; testifying in Court.

Cognitive Education Classes: This service is a specifically designed format which is regularly programmed to improve cognitive capacity, i.e., conscious mental activity; to think, remember or learn and problem solving ability. The format and materials must relate directly to the Court's attention to the adult.

Service tasks include: Assessing the appropriateness of referrals to the program, in accordance with established intake criteria; delivering the service in accordance with an established schedule; documenting clients' attendance at the time of service delivery within 24 hours of service delivery, including clients' level of participation and understanding of the presented material; preparing and submitting reports in accordance with contract requirements; maintaining documentation of attendance for the entire contract; submitting the service/program curriculum description with service specifications; submitting an itemized service budget that clearly documents all relevant budget assumptions, upon request; providing facilitators for the education class.

COMPENSATION SCHEDULE

General Mental Health:

Assessment	\$80 per hour
Individual	\$70.00 /per hour
Family	\$70.00 per hour
Group rate	\$22.00 /per client per hour
Home Based	\$90.00/per hour
Home Based Assessment	\$100 per hour

Substance Abuse Counseling:

Assessment	\$80 per hour
Individual	\$70 per hour
Family	\$70 per hour
Group	\$22 per hour per client
Home Based	\$90.00/per hour
Home Based Assessment	\$100 per hour

Drug Court Program (see SA rates):

Professional, non-clinical	\$45 per hour
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GPS Monitoring System (STOP GPS equipment; 3M Alcohol Monitoring equipment (MEMS):

Initial Orientation & Intake	\$75 one-time fee
GPS Monitoring	\$15 per day
Alcohol Monitoring	\$12 per day
Combined GPS/Alcohol	\$20 per day

Home Arrest Monitoring System (ankle bracelet, unit in home, 50-100 ft allowance):

Initial Orientation & Intake	\$75 one-time fee
Radio Frequency Presence Monitoring	\$8 per day
Alcohol Monitoring	\$12 per day
Combined RF Presence/Alcohol	\$15 per day

Cognitive Education Classes:

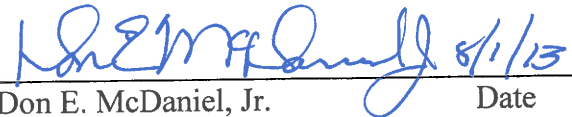
Educational Class	\$100 per 8-hour day
Group Counseling	\$22 per hour per client


Stephen Grams, Executive Director
Sage Counseling

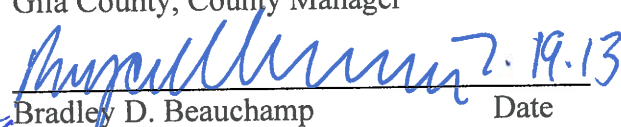

Date


Honorable Peter J. Cahill
Residing Judge
Gila County Superior Court


Date


Don E. McDaniel, Jr.
Gila County, County Manager


Date


Bradley D. Beauchamp
County Attorney, Gila County
Approved as to form


Date



CERTIFICATE OF LIABILITY INSURANCE

SAGE-10

OP ID: PC

DATE (MM/DD/YYYY)

12/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - MESA 1838 South Extension Road Mesa, AZ 85210-5942 Nick C Flores		Phone: 480-730-4920 Fax: 480-730-4929	CONTACT NAME: PHONE (A/C, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Sage Counseling, Ins. 1830 S. Alma School Rd. Ste101 Mesa, AZ 85210-3086		INSURER(S) AFFORDING COVERAGE INSURER A: Social Services Contractor INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (HAR) (VOL)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEX & PROF LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	SS38650612	12/19/12	12/19/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SS38650713	12/19/12	12/19/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		SS38650713	12/19/12	12/19/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability		SS38650713	12/19/12	12/19/13	Ea. Claim 1,000,000
A	Sex & Mol Liab		SS38650713	12/19/12	12/19/13	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Gila County Superior Court, Gila County Probation Department and the State of Arizona are an additional insured in respect to General Liability and if required by written contract, subject to all policy terms, conditions, definitions and exclusions

CERTIFICATE HOLDER

CANCELLATION

G-..... Gila County Probation Department Program Director 1100 E Monroe St. STE 200 Globe, AZ 85501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GILA COUNTY SUPERIOR COURT PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and, Sienna Counseling & Consulting, Inc. Services hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as an **Independent Practitioner** defined as: At a minimum, services will be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271 and the **Service definition** defined as: **Sex Offender Counseling:** To provide specialized therapy for sexual offenders including determination of sexualized behavior problems, addressing those issues in a group setting and recommend treatment options to the probation officer. This service also provides individual and family counseling in the milieu of sex offender group therapy or "Chaperone Groups". **Sex Offender Specialized Services:** Provides evaluation to determine sexualized behavior problems and recommend treatment options. This service also is to provide specialized services for this population.

SECTION I: TERM OF CONTRACY:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than \$35,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.
2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.
3. Non-renewal. The provider shall provide written notice to the Customer no later than 60 days in advance of the expiration of the contract, of its intent not to renew a contract service or the contract. If the provider fails to comply with the provisions of this paragraph, the Customer may take whatever actions deemed appropriate under Section XII of this contract.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the agreed upon Response to the Customer's Proposal received by the Customer on May 12, 2008 and any written amendments or provisions documented in Addendum A and the Compensation Schedule of this contract.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.
2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all time meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time s alleged in the charge, litigation, complaint, or proceeding, the Providers or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.
2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.
2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.
3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.
4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

**Gila County Probation Department
Program Manager
1100 East Monroe St. Suite 200
Globe, AZ 85501**

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.
3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.
4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.
5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request prior to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:
 - a. At rates that do not exceed those set forth in the Compensation Schedule; and
 - b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.
 - c. There will be no compensation paid for missed appointments for any contracted service.
 - d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.
 - e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.
2. **Method of Payment.**
 - a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.

- b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only.
Any co-pay determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.
3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.
4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.
5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.
7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the Superior Court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.
2. **Amendments.** All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE:

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.
2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.
3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:
 - a. Withholding of compensation due the Provider for services rendered;
 - b. Suspension of the Contract in whole or in part;
 - c. Recommending to the referring court for suspension of referrals or removal of the clients in service;
 - d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;
 - e. Requiring the posting of a bond; or

f. **Terminating the Contract.**

4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.
5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.
2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.
3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by

the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.
3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights.** Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or federal government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:
 - i. Visit or inspect the facilities of the Provider, or of non-employees;
 - ii. Observe the services provided;
 - iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and
 - iv. Inspect and copy records relating to the Contract, including personnel files.

The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring.** The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.
3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.
2. **Bonds.** The Customer may, under appropriate circumstances, require the Provider to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.
3. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which

comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.
2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.
 - i. COMMERCIAL GENERAL LIABILITY \$1,000,000 each occurrence
(Bodily injury, premises operation, property damage) \$2,000,000 aggregate
 - ii. WORKER'S COMPENSATION AND EMPLOYER LIABILITY \$100,000 limit
 - iii. COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract \$1,000,000 in the aggregate
 - iv. PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service) with limits of \$1,000,000 for each claim
3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:
 - i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insured's;
 - ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.
5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.
6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION:

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring superior court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.
3. **Release and Authorization.** Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.
4. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data.** Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.
6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Provider receives written notice of the cancellation unless the notice specifies a later time.

SECTION XXV: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS:

By signing this contract the Provider warrants that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal laws and regulations related to the immigration status of its employees. The Provider shall obtain statements from all proposed sub-contractors certifying compliance with this requirement and shall furnish the statements to the Customer upon request. These warranties shall remain in effect through the term of the Contract. The Provider and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The Provider shall endeavor to ensure compliance with federal law and regulations related to the immigration status of their employees.

The Department may request verification of compliance for any Provider on any sub-contractor performing work under the Contract. Should the Department suspect or find any Provider not in compliance, the Department may pursue any and all remedies allowed by law according to the Governor's Executive Order 2005-30 and Federal Immigration and Nationality Act, Sections 274A & 274B.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII. GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*) And the administrative rule promulgated there under (A.A.C. R2-7-901, *et seq.*).
2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
4. **Independent Provider Status.** The Provider is an independent Provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.
5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.
7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,
2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

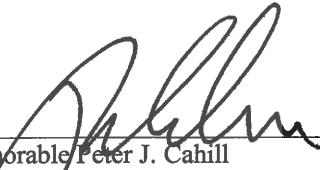
1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.
2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.
4. The Provider will have the Customer sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.
5. The Provider shall receive a client referral packet on the Customer from the Court. The referral packet will consist of a referral requesting specific services signed by the Customer and the Court, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.
6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.
7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.


SECTION XXX: ENTIRE AGREEMENT:

This document including the standard terms and conditions, Addendum A and the Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:




 Honorable Peter J. Cahill
 Presiding Judge
 Gila County Superior Court



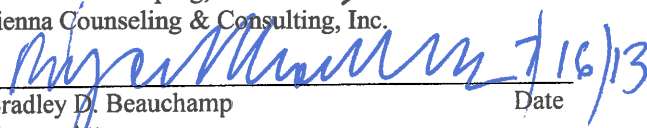
 Date



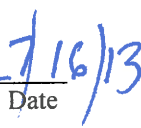
 R. Michael Camping, MC
 Sienna Counseling & Consulting, Inc.



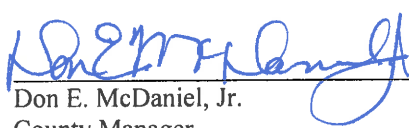
 Date




 Bradley D. Beauchamp
 County Attorney
 Gila County Attorney's Office
 Approved as to form



 Date



 Don E. McDaniel, Jr.
 County Manager
 Gila County, Arizona



 Date

ADDENDUM A

Sex Offender Counseling: Sienna Counseling believes that sex offender treatment planning is best served when an initial evaluation is done utilizing several assessment tools in order to identify specific treatment issues. The goal set for the probationer is - **no new victims**.

Group counseling usually takes most individuals 34-36 months (completion of the workbook) based upon once a week group participation. If group only occurs twice a month, it usually takes individuals 36-48 months to complete their primary treatment.

During the course of counseling the probationer is required to take a polygraph once every 6 to 8 months.

A cognitive-behavioral approach is used in treatment to examine the relationship between thinking and behaving and sexually abusive behaviors. Identification of the probationer's mistaken belief and thinking errors are critical in helping them to understand, not only where this thinking came from, but how these distortions have affected them negatively resulting in sexually abusive behaviors. Corrections to personal thinking errors are made by writing behavioral contracts associated with key steps in the offense cycle. The counseling also incorporates ammonia caps and deviant script preparation and a relapse prevention plan.

Chaperone Training Course: It is desirable to have each probationer have a Chaperone in the community with them. A chaperone is a support person, either a spouse, family member, or a close friend who has developed a basic understanding of treatment issues and the offense cycle by attending the Chaperone Training Course. The chaperone accompanies the offender to special events in the community (with therapist and probation approval) and works as a support person for the offender when dealing with any issues that could compromise the offender's safety in the community. The chaperone is never solely responsible for the offender's safety in the community... that is primarily the responsibility of the offender.

ABEL Screen: A two part examination involving a written part exploring offender's involvement in deviant sexual behavior throughout their life and a visual test on a computer identifying the offender's subjective self report attraction to various sexual scenarios by age group and gender.

MSI II Evaluation: This test is used to identify 39 different categories of information ranging from admissions of sexual crimes to the level of awareness in planning the sexual abuse behaviors and personal history involving abusive experiences in early childhood. This test is used as a pre-treatment and post treatment measure.

Special Terms:

Offenders must have completed an MSI-II and an ABEL Screen within the first six months of therapy. A PAI may be administered at the provider's discretion.

Each participant must purchase materials for the class at \$30.00 paid to the provider prior to beginning therapy.

Chaperone Training does not occur on a routine basis and will be created when there are a sufficient number of individuals to take the class.

Individual/Family Counseling is authorized for seven (7) hours per year per participant.

COMPENSATION SCHEDULE

Sex Offender Group Counseling: \$300.00 per group minus participant co-pay invoiced to the Gila County Probation Department. Participant co-pay is \$25.00 per group unless different arrangements have been Court ordered.

Chaperone Group Counseling: \$250.00 per group invoiced to the Gila County Probation Department.

ABEL Screen Assessment: \$250.00 per assessment / Participant co-pay is \$125.00 paid to the provider

MSI II Evaluation: \$125.00 per evaluation / Participant co-pay is \$55.00 paid to the provider.

PAI: 125.00 per evaluation / Participant co-pay is \$55.00 paid to the provider.

Bradley D. Beauchamp Date
Gila County Attorney, approved to form

Don E. McDaniel, Jr. Date
County Manager, Gila County

R. Michael Camping, MC
Sienna Counseling Center

5-24-13
Date

Honorable Peter J. Cahill
Presiding Judge
Gila County Superior Court

6/6/13
Date

GILA COUNTY SUPERIOR COURT PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and Southwest Behavioral Health Services, hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a Licensed Behavioral Health Agency defined as: Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. § 32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written waiver but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency. A written waiver for degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. Other Agency (non-licensed): Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written waiver but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. A written waiver for licensure and degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. Service definition(s) are defined as: **General Mental Health Counseling:** This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of group services. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Substance Abuse Counseling:** This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client's home. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Psychiatric Evaluations:** This service provides for diagnostic assessment and/or consultation to determine behavioral/mental health problems and may recommend intervention, treatment or review and adjustment of psychotropic medications. **Medication Monitoring:** May be provided by any of the following professionals: 1. A psychiatrist (M.D. or D.O.) meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. 2. A nurse practitioner meeting state licensure requirements in accordance with Arizona Revised Statutes Title 32, Chapter 15, Article 2, et seq. 3. A physician's assistant meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 25, Article 2, et seq., under the supervision of a physician who meets meeting state licensure requirements in accordance with Arizona Revised Statutes, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. **Evaluation Services:** One unit equals one hour; however, services must be billed in quarter hour increments. **Medication Monitoring:** Per visit. **Service Goal:** Determine the behavioral/mental health status of the individual and facilitate appropriate treatment/psychiatric interventions within the individual's cultural context.

SECTION I: TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than \$25,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.
2. **Contract Extension:** The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the Standard terms and Conditions of this contract and Services noted in the Addendum A and Compensation Schedule.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.
2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and provider standards.
3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time s alleged in the charge, litigation, complaint, or proceeding, the Providers or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.
2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

**Gila County Probation Department
Program Manager**

1100 East Monroe St., Suite 200
Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the Probation Officer in advance. A client may not be moved out of state without written permission from the Probation Officer or the Court as appropriate.
3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.
4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.
5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request prior to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.
2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.
3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.
4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the Contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:
 - a. At rates that do not exceed those set forth in the Compensation Schedule; and
 - b. Which are authorized in the referral, or administratively authorized by the Customer minus any co-pay, whether or not they have been collected.
 - c. There will be no compensation paid for missed appointments for any contracted service.

- d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.
- e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. Method of Payment.

- a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.
 - b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only. Any Co-pay determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.
3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.
4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.
5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.
7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the superior court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer's Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider

disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.

2. **Amendments.** All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.
3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE:

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.
2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.
3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:
 - a. Withholding of compensation due the Provider for services rendered;
 - b. Suspension of the Contract in whole or in part;
 - c. Recommending to the referring Court for suspension of referrals or removal of the clients in service;

- d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;
 - e. Requiring the posting of a bond; or
 - f. Terminating the Contract.
4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.
 5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.
2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.
3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.
4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.
2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.
3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights.** Customer shall administer services includes Contract Administration and Contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or Federal Government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:
 - i. Visit or inspect the facilities of the Provider, or of non-employees;
 - ii. Observe the services provided;
 - iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and
 - iv. Inspect and copy records relating to the Contract, including personnel files.

The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring.** The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.
3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the Officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.
2. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b. and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.
2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.
 - i. **COMMERCIAL GENERAL LIABILITY** \$1,000,000 each occurrence
(Bodily injury, premises operation, property damage) \$2,000,000 aggregate
 - ii. **WORKER'S COMPENSATION AND EMPLOYER LIABILITY** \$100,000 limit
 - iii. **COMPREHENSIVE AUTOMOBILE LIABILITY**, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract \$1,000,000 in the aggregate
 - iv. **PROFESSIONAL LIABILITY INSURANCE** (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service) with limits of \$1,000,000 for each claim
3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:
 - i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;
 - ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.
4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County

and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.
6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION:

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.
2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.
3. **Release and Authorization.** Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.
3. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.
5. **Research Data.** Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that Officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Provider receives written notice of the cancellation unless the notice specifies a later time.

SECTION XXV: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS:

By signing this contract the Provider warrants that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal laws and regulations related to the immigration status of its employees. The Provider shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Customer upon request. These warranties shall remain in effect through the term of the Contract. The Provider and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The Provider shall endeavor to ensure compliance with federal law and regulations related to the immigration status of their employees.

The Department may request verification of compliance for any Provider on any subcontractor performing work under the Contract. Should the Department suspect or find any Provider not in compliance, the Department may pursue any and all remedies allowed by law according to the Governor's Executive Order 2005-30 and Federal Immigration and Nationality Act, Sections 274A & 274B.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
4. **Independent Provider Status.** The Provider is an independent provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.
5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.
7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,
2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.
2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.
3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.
4. The Provider will have the Customer sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.
5. The Provider shall receive a client referral packet on the Customer from the Court. The referral packet will consist of a referral requesting specific services signed by the Customer and the Court, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.

6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.
7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.


SECTION XXX: ENTIRE AGREEMENT:

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:


Jeff Jorde, CEO
Southwest Behavioral Health Services

Date


Peter J. Cahill
Presiding Judge
Gila County Superior Court

Date

For


Gila County Attorney, Approval as to Form

Date


Don E. McDaniel, Jr., County Manager

Date

ADDENDUM A

Gila County Probation Department refers probationers on a 90 day referral system. Unless otherwise documented; individual and family counseling services are limited to 10 hours and group counseling is limited to 16 hours. Services will be completed within the 90 day period. Domestic Violent Groups and DUI groups must be state licensed in order for the department to refer probation clients. Substance Abuse group referrals are program time allotted.

Southwest Behavioral Health Services and Gila County Probation Department have agreed to the Provider's response to the Request for Proposal. This response indicated the following services to be provided and exclusions.

General Synopsis of RFP: The provider adheres to a strengths based, client directed treatment philosophy of care. Services are usually provided on a weekly basis during the beginning of treatment and taper to a bi-weekly basis as treatment progresses. Outpatient Mental Health and substance abuse programs are designated for individuals 18 years or older, who are experiencing emotional and behavioral problems due to mental health concerns and/or substance abuse. Most general mental health services are provided in an office based setting and on an individual basis. Programs goals are to strengthen the individual's couple's and/or families ability to cope and capacity to function effectively at home, work, and in the community.

General Mental Health: This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client=s home with the exception of group services.

Some group work in general mental health are Co-Dependency Group, Wellness Recovery Action Plan Group, Healing with Art and Poetry Group; Mental Health Recovery Planning Group, Anger Management Group, Domestic Violence Group and Post-Traumatic Stress Disorder Group

Substance Abuse Counseling: This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client=s home. Substance abuse groups: Substance Abuse Management and New Choices Groups.

Psychiatric Evaluations/Medication Monitoring: As noted in the service spectrum.

Special Terms and Conditions:

Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit.

All probation referred clients will have an ADHS Core assessment completed initially.

COMPENSATION SCHEDULE

Office Based Counseling

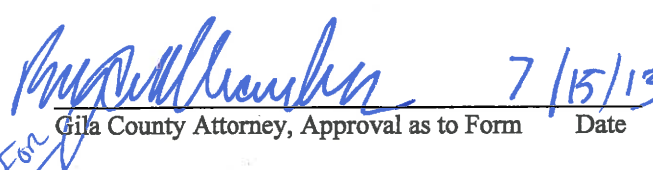
Service Code/Modifier	POS	POS Desc		Rates
90792	11	Office	Psychiatric Evaluation	\$253.50
99212 99213 99214 99215	11	Office	Medication Monitoring	\$72.00
TBD	11	Office	Psychiatric paper review	\$36.00
H0004	11	Office	Individual Counseling	\$74.00
H0004	12	Home	Home based Individual Counseling	\$102.00
H0004HQ	11	Office	Group Counseling	\$28.00
H0004HR	11	Office	Family Counseling	\$74.00
H0004HR	12	Home	Home based Family Counseling	\$102.00
H0031	11	Office	ADHS core assessment	\$100.00


Jeff Jorde, CEO
Southwest Behavioral Health Services

Date

Peter J. Cahill
Presiding Judge
Gila County Superior Court

Date


Gila County Attorney, Approval as to Form
Date


Don E. McDaniel, Jr., County Manager
Date



AMENDMENT NO. 1

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

SERVICE AGREEMENT 050313 PGC CLIMATIZATION WORK

KWIK KOOL REFRIGERATION

Effective May 29, 2013, Gila County and KWIK KOOL Refrigeration entered into a Service Agreement whereby KWIK KOOL Refrigeration agreed to provide labor and materials, as needed, for emergency repairs to climate control equipment for the elderly and disabled, when requested by Community Services-Housing Manager or designee.

The funding source for this contract has changed effective July 01, 2013, the beginning of Gila County's new fiscal year. Community Services-Housing has requested Amendment No. 1 be issued to increase the amount of the original contract by Four Thousand dollars and no/100's (\$4,000.00).

Amendment No. 1 will increase the original contract amount from Three Thousand, Seven Hundred Eighty-Eight dollars and 23/100's (\$3,788.23), by Four Thousand dollars and no/100's (\$4,000.00), for a new contract total of Seven Thousand Seven Hundred Eighty-Eight and 23/100's (\$7,788.23).

The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement, but in no event shall charges for the May 29, 2013 to May 28, 2014 extension exceed \$7,788.23 without prior written agreement of the County.

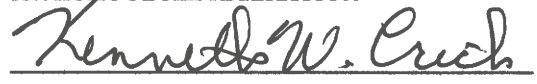
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the Service Agreement.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01st day of AUGUST, 2013.

GILA COUNTY


Don E. McDaniel, Jr. County Manager

KWIK KOOL REFRIGERATION


Authorized Signature

Kenneth W. Crick
Print Name



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

GENERAL SUPPORT AGREEMENT NO. 1025-002 HYE TECH NETWORK & SECURITY SOLUTIONS, LLC

Effective July 01, 2012, Gila County and Hye Tech Network & Security Solutions, LLC entered into General Support Agreement No. 1025-002, whereby Hye Tech Network & Security Solutions, LLC agreed to provide network & security troubleshooting support and network & security architecture enhancements for the County. Per the terms of the agreement, Gila County shall have the option to extend the agreement for two (2) additional one (1) year periods.

Amendment No. 1 was executed on May 16, 2012 to extend General Support Agreement No. 1025-002 from July 01, 2012 to June 30, 2013.

The agreement expires June 30, 2013. Per the terms of General Support Agreement No. 1025-002, Gila County would like to extend the contract for one (1) additional one (1) year period. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from July 01, 2013, to June 30, 2014.

Additionally, Gila County would like to increase the billable hours, from the current quantity of 80 billable hours, to a new quantity of 100 billable hours, to be billed at \$175.00 per hour, per Appendix A of the original General Support Agreement No. 1025-002.

Contractor will continue to bill for services pursuant to Appendix A of the original agreement, but in no event shall charges for the July 01, 2013 to June 30, 2014 extension exceed \$17,500.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

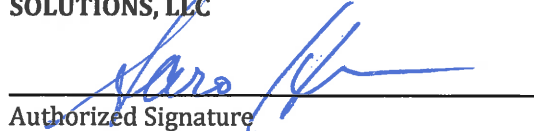
Amendment No. 2 will extend the term of General Support Agreement No. 1025-002 from July 01, 2013 to June 30, 2014; and will increase the billable hours from 80 to 100.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 01st day of AUGUST, 2013.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

**HYE TECH NETWORK & SECURITY
SOLUTIONS, LLC**


Authorized Signature

SARA HAYAN
Print Name

CTO/FOUNDER
Title